AGREEMENT NO. 77-39

TITLE TRANSFER AGREEMENT

This Agreement, by and between the County of Yolo, a political subdivision of the State of California, and the State of California, acting by and through the Department of Justice.

Micro Fiched

I.

By execution of this Agreement, and in consideration of the use of the below mentioned personal property, the County of Yolo hereby assigns and transfers to the State of California, all its right, title, and interest in the following described property:

2 Intoxilizers

II.

The State of California shall keep the equipment noted in paragraph I above in good repair, condition, and working order and shall furnish any and all parts, mechanisms, and devices required to keep the equipment in good mechanical and working order.

III.

The above-described equipment shall be located at the Yolo County Sheriff's Office in Woodland, California, and the Yolo County Sheriff's Office Substation in Broderick, California, and shall not be removed therefrom without the prior consent of the Office of the District Attorney of Yolo County, except for the making of repairs or other maintenance.

IV.

The Board of Supervisors of the County of Yolo hereby declares that this Agreement is hereby executed pursuant to the provisions of Government Code Section 25365 and that the property to be conveyed by this Agreement is not required for

County use, in that in exchange for the transfer of said property, the County of Yolo obtains the rights to its use and maintenance as provided for in this Transfer Agreement and that the property which sets rights to use and maintenance comprised are required for County use.

Witness whereof, this Agreement is executed by the parties as follows:

Micro Fiched

Executed on February 1, 1977, at Yolo County California.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Executed on Feb 16, 1977, at Sacramento County California.

STATE OF CALIFORNIA, by and through the Department of Justice

BY _____
WILLIAM B. ROBERTSON
Managing Criminalist
Department of Justice
State of California

TITLE TRANSFER AGREEMENT

1. In consideration of THE USE of the below-mentioned personal property, the OFFICE OF THE DISTRICT ATTORNEY OF THE COUNTY OF YOLO hereby assigns and transfers to the STATE OF CALIFORNIA its title in the following described property:

Micro Fiched

a. Two Intoxilizers.

2. THE STATE OF CALIFORNIA shall keep the equipment noted in paragraph 1.a. above in good repair, condition, and working order and shall furnish any and all parts mechanisms and devices required to keep the equipment in good mechanical and working order.

3. The above-described equipment shall be located at the Yolo County Sheriff's Office in Woodland, California, and the Yolo County Sheriff's Office Substation in Broderick, California, and shall not be removed therefrom without the prior consent of the OFFICE OF THE DISTRICT ATTORNEY OF YOLO COUNTY, except for the making of repairs or other maintenance.

Executed on December 30, 1976, at Yolo County, California.

C. ROBERT JAMESON
DISTRICT ATTORNEY
County of Yolo
State of California

Executed on December 20, 1976, at Sacramento, California.

WILLIAM B. ROBERTSON
Managing Criminalist
Investigative Services Branch
Division of Law Enforcement
Department of Justice
State of California

FEB 17 1977
LAURENCE P. HORGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-40

(Agreement Amending Agreement No. 76-310 Ambulance Services Agreement)

THIS AGREEMENT made and entered into this 1st day of February, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and A-1 Yolo Ambulance Service hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto wish to amend Agreement No. 76-310, paragraph 17, commencing with line 7 and ending with line 11 of page 9 in order to extend the term of the contract an additional sixty (60) days.

AGREEMENT:

1. Paragraph 17, line 9 on page 9 of Agreement No. 76-310 is hereby amended to read as follows:

"to March 31, 1977, unless sooner terminated by either party"

2. All other provisions of said Agreement No. 76-310 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said Agreement for the term hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year herein above set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Fenwick J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN

BY Patricia E. Lucas
DEPUTY

Micro Fiched

Date:

A-1 Yolo Ambulance Service
2-17-77

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FILED

FEB 25 1977

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 77-41

(Agreement Amending Agreement No. 76- 311
Ambulance Services Agreement)

THIS AGREEMENT made and entered into this 1st day of February, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Davis Ambulance Service hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto wish to amend Agreement No. 76- 311, paragraph 17, commencing with line 7 and ending with line 11 of page 9 in order to extend the term of the contract an additional sixty (60) days.

AGREEMENT:

1. Paragraph 17, line 9 on page 9 of Agreement No. 76- 311 is hereby amended to read as follows:

"to March 31, 1977, unless sooner terminated by either party"

2. All other provisions of said Agreement No. 76- 311 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said Agreement for the term hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year herein above set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Filmed

ATTEST:

LAURENCE P. HENIGAN

BY _____
DEPUTY

Date:

_____
Davis Ambulance Service

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Book

FILED

FEB 18 1977

LAURENCE P. HENIGAN, Clerk
By Debra E. Conley DEPUTY

AGREEMENT NO. 77-42

(Agreement Amending Agreement No. 76-312 Ambulance Services Agreement)

THIS AGREEMENT made and entered into this 1st day of February, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Sacramento Ambulance Service hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto wish to amend Agreement No. 76-312, paragraph 17, commencing with line 7 and ending with line 11 of page 9 in order to extend the term of the contract an additional sixty (60) days.

AGREEMENT:

1. Paragraph 17, line 9 on page 9 of Agreement No. 76-312 is hereby amended to read as follows:

"to March 31, 1977, unless sooner terminated by either party"

2. All other provisions of said Agreement No. 76-312 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said Agreement for the term hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year herein above set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Linda J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN

BY Peter E. Lucas
DEPUTY

Date:

Evelyn Labelle
Sacramento Ambulance Service

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Book

FORM F-38
ORIGINAL (White)—To Lessee
DUPLICATE (Blue)—To Lessor
TRIPLICATE (Yellow)—To Department of Finance

AGREEMENT NO. 2-77

AGREEMENT NO. 77-43

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 31st day of December, 1976,

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Dept. County of Yolo, hereinafter called the LESSEE:

WITNESSETH

Micro Fiched

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, In Woodland,

RECEIVED
MAR 17 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAR 17 1977
LAURENCE P. HENIGAN, Clerk
By Deborah E. Conley Deputy

for the term of 6 months commencing on the 1st day of January, 1977, and ending on the 30th day of June, 1977, with the right of termination as hereinafter set forth, at the total rental of NINE HUNDRED DOLLARS, payable to the LESSOR in lawful money of the United States, in ~~monthly installments of~~ LUMP SUM PAYMENT $ 900.00, in advance, on the ///// day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ ///// from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 40th District Agricultural Association at Woodland, California, on or before the ///// day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

Box 826, Woodland, California 95695 and to the LESSOR at:

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

Micro Fiched

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. *Obligations of Lessor.* The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

**15th: See below.

DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By _____

Secretary-Manager
TITLE

By _____
TITLE

COUNTY OF YOLO
LESSEE

By _____
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

TITLE

SHERIFF'S DEPT. YOLO COUNTY

_____
Sheriff

Approved as to Form
Dated 2-7-77
_____
Deputy

Approved
DEPARTMENT OF FOOD AND AGRICULTURE
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and that this document is exempt from review by the Department of Finance.

CHMS. DIVISION OF FAIRS & EXPOSITIONS

Form Approved
Department of General Services
APPROVED
MAR 11 1977
Title Chief Counsel

Memo for fair management:
1. Resolution by the board of directors must accompany lease agreement to the Division of Fairs and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required. Submit only the duplicate yellow copy if Department of Finance approval is not required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

**15th: Prior to the execution of this agreement the attached Standard Form 3, Fair Employment Practices Addendum, was incorporated by reference and made a part hereof.

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, national origin, The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, national origin, Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

Micro Fiched

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Contractor shall mean Leessee.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

Book

RECEIVED
OCT 19 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
OCT 19 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Corley Deputy

YOLO COUNTY AGREEMENT NO. 77-44

AMENDMENT TO AGREEMENT ESTABLISHING DELTA PLANNING COUNCIL

THAT CERTAIN AGREEMENT made and entered into by and between the COUNTY OF CONTRA COSTA, the COUNTY OF SACRAMENTO, the COUNTY OF SAN JOAQUIN, the COUNTY OF SOLANO, and the COUNTY OF YOLO, political subdivisions of the State of California is hereby amended as follows:

(1). Section 2 of said agreement is amended to add Subdivision (g) and (h) thereto which shall read:

(g) "Contractor" means any government agency, individual, corporation, partnership or other legal entity authorized to perform services for the Council.

(h) "Fiscal Year" means July 1st through June 30th.

Micro Fiched

(2). Section 3.5 is added to the agreement which shall read:

3.5. Executive Committee. The five (5) supervisors referenced in Section 3(a) above shall serve as the Executive Committee of the Council and shall have the authority and duties as specified in this agreement.

(3). Section 6 of said agreement is amended to read:

6. Regular Meetings. The Council, by rule, shall provide for regular meetings. The rule shall specify the date, time and place of such meetings.

(4). Section 7 of said agreement is amended to read:

7. Special Meetings. Special Meetings may be called by the Chairman or by majority vote of the Executive Committee. The call notice and conduct of the meeting shall be as required in Section 54956 of the Government Code of the State of California.

(5) Section 8 of said agreement is amended to read:

8. Officers. Officers of the Council shall be a Chairman, Vice-Chairman, a secretary and such other officers as shall be provided by rule of the Council. The Chairman, Vice Chairman and secretary shall be supervisors referenced in Section 3(a) above.

(6). Section 9 of said agreement is amended to read:

9. Quorum. A quorum of the Council shall be seven (7) members.

(7) Section 10 of said agreement is amended to read:

10. Voting.

(a) All policy, personnel or fiscal matters shall require the unanimous vote of the supervisors appointed to the Council.

(b) A vote of a simple majority of the members of the council at which a quorum is present shall be sufficient to approve all other matters.

(8). Section 11 of said agreement is amended to read:

Micro Fiched

11. Operating Budget and Method of Assessment. The Executive Committee shall provide by rules for the preparation of an operating budget and the methods of computation of assessment of signatory counties. Prior to adoption of the budget by the Council, each of the signatory counties shall approve the annual budget.

(9). Section 13 of said agreement is amended to read:

13. Yearly Assessment. Each year upon the adoption of the annual budget, the Executive Committee shall fix membership assessment in amounts sufficient to provide funds required by the budget. For the fiscal year 1976-77, the assessments shall be as follows:

For Contra Costa County	$ 6,300.00
For Sacramento County	6,300.00
For San Joaquin County	4,300.00
For Solano County	2,100.00
For Yolo County	2,100.00
TOTAL	$21,000.00

(10). Section 14 of said agreement is amended to read:

14. Planning Assistance Contract. The Executive Committee shall contract with a contractor for staff assistance in preparing and reviewing any plan, study, report, or other matter relating to the purposes of this agreement.

(11). Section 16 of said agreement is amended to read:

16. Fiscal Agent and Auditor. The treasurer of the County of Sacramento shall serve as the fiscal agent for the Council.

This amendment shall become effective when executed by the Boards of Supervisors of the signatory counties.

DATED: _____

By _____
Chairman of the Board of Supervisors
of the County of Sacramento,
California 76-1324 - 12/15/76

(SEAL)

Micro Fiched

ATTEST: _____
Clerk of the Board of Supervisors
County of Sacramento, California

By _____
Chairman of the Board of Supervisors
of the County of
San Joaquin, California

(SEAL)

ATTEST: _____
Clerk of the Board of Supervisors
County of San Joaquin, California

W. N. Boggess

By _____
Chairman of the Board of Supervisors
of the County of Contra Costa
California.

(SEAL)

ATTEST: Maxine M. Neufeld Maxine M. Neufeld
Clerk of the Board of Supervisors Deputy Clerk
County of Contra Costa, California

By _____
Chairman of the Board of Supervisors
of the County of Solano, California

(SEAL)

ATTEST: _____
Clerk of the Board of Supervisors
County of Solano, California

Micro Fiched

By _____
Chairman of the Board of Supervisors
of the County of Yolo, California

(SEAL)

ATTEST: LAURENCE P. HENIGAN, Clerk
Clerk of the Board of Supervisors
County of Yolo, California

By _____ DEPUTY

Book

United States Department of Agriculture
Forest Service

Yolo County Agreement No. 77-45

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	05	08
d. District (7-8)	e. Use number (9-12)	f. Kind of use (13-15)
53	1024	215
g. State (16-17)	h. County (18-20)	k. Card no. (21)
06	011	1

SPECIAL USE PERMIT

Act of June 4, 1897
This permit is revocable and nontransferable
(Ref. FSM 2710)

Permission is hereby granted to Solano, Colusa, and Yolo Counties

of California

Micro Fiched

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

Pasture, including existing fences and barn located in SE ¼ of Sec. 5 and the NE ¼ of Sec. 8, T. 17N., R. 7W., M.D.B.&M. (See map which is made a part of this permit.)

RECEIVED
MAR 2 3 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAR 2 3 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

This permit covers 15 acres and/or N/A miles and is issued for the purpose of:

Pasture use for grazing and holding livestock in conjunction with adjacent Fouts Springs Boys Ranch. (Solano, Colusa, and Yolo Counties, Use 113, Permit No. 1021.) Stocking not to exceed 8 feeder calves, 5 pigs and 2 horses. Grazing season April 1 through September 30. Holding for pigs and horses permitted year round.

1. Construction or occupancy and use under this permit shall begin within 1 months, and construction, if any, shall be completed within N/A months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of TEN AND NO/100---------- Dollars ($ 10.00) for the period from January 1 19 77, to December 31, 19 77, and thereafter annually on January 1
TEN AND NO/100---------- Dollars ($ 10.00):
Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 23 attached hereto and made a part of this permit.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
PERMITTEE	SEE LAST PAGE	SEE LAST PAGE TITLE	
	NAME AND SIGNATURE	TITLE	DATE
ISSUING OFFICER	SEE LAST PAGE	SEE LAST PAGE	

(CONTINUED ON REVERSE)

2700-4

4. Development plans; layout plans, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

Micro Fiched

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printedclauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or $15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday. (A-13)

19. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenona in the forest that present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards. (B-31)

Micro Filmed

20. The permittee is authorized to graze his permitted livestock intermittently during the permitted period of use for not to exceed 48 animal-months of total use. (D-21)

21. No stock under the permittee's control shall be allowed to run at large. (D-25)

22. a. This permit is nontransferable, and a new permit will not be issued to any subsequent owner of the improvements or to any other person holding any interest in the improvements.

b. If the present permittee herein named ceases to have personal need for, or to make personal use of, the site for the purpose for which the permit is issued, this permit will terminate and the structures on the area shall be disposed of as provided in clause 12.

c. No additional improvements shall be constructed without prior written approval of the Forest Service.

d. In the event a substantial portion of the existing improvements is destroyed by fire or other casualty so as to render the same untenable, they will not be rebuilt; this permit will be terminated; and the proportioned amount of fees for the balance of the calendar year will be returned to the permittee. .(E-2)

23. The permittee agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges therof. (X-19)

Solano, Colusa, and Yolo Counties, Permit No. 1024, Pasture Permit.

Attested: _____(date) Approved: 3-11-77 (date)

Micro Fiched

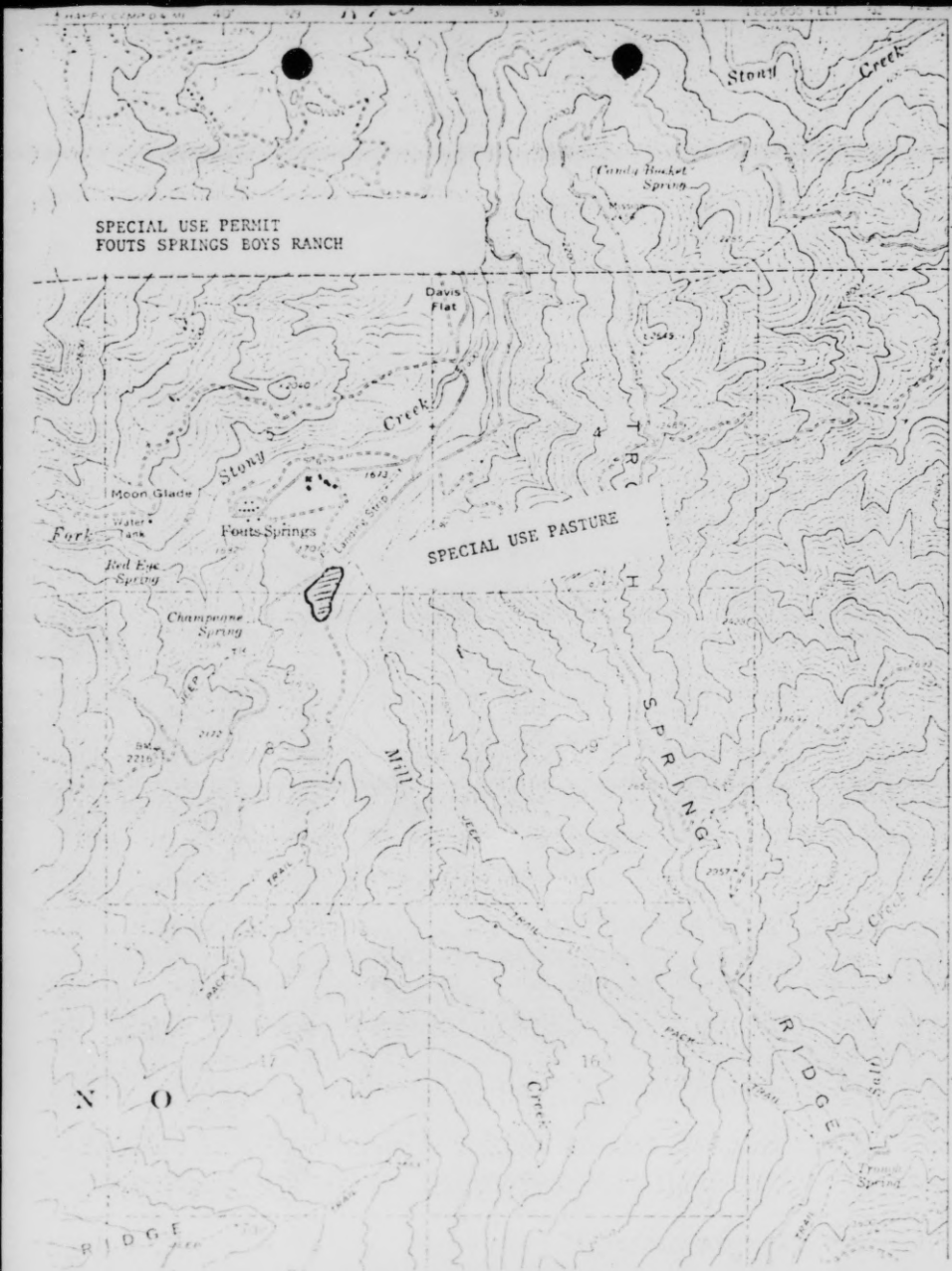
Chairman, Board of Supervisors, County of Solano, State of California.

Issuing Officer

Title _____

Chairman, Board of Supervisors, County of Colusa, State of California.

Chairman, Board of Supervisors, County of Yolo, State of California.


SPECIAL USE PERMIT
FOUTS SPRINGS BOYS RANCH
Stony Creek
Candy Bucket Spring
Davis Flat
Stony Creek
Moon Glade
Water Tank
Fouts Springs
Fork
Red Eye Spring
Champagne Spring
SPECIAL USE PASTURE
Mill Creek
SPRING
RIDGE
N O
RIDGE
Trough Spring
STONYFORD 4.2 MI
T. 1
T. 11
39
Micro Fiched

FILED
FEB - 81977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-46

(Agreement for Certain Work to be Performed by the Communications Department for the Yolo County Flood Control and Water Conservation District)

THIS AGREEMENT made and entered into this 8th day of February, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as COUNTY, and the YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a district, hereinafter designated as DISTRICT,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. DISTRICT wishes certain services rendered as specified hereinbelow, and further desires that said work be done by a County employee, and that COUNTY be reimbursed therefor.

AGREEMENTS:

1. COUNTY shall furnish DISTRICT with the services described hereinbelow, to be performed by a County employee.
2. It is contemplated by the parties that said services shall require one-half time of one employee for the term of this agreement.
3. For said services of said employee, DISTRICT shall reimburse COUNTY therefore in the sum of TWELVE THOUSAND ($12,000) DOLLARS, in installments as follows:
   (a) DISTRICT shall pay the sum of ONE THOUSAND ($1,000) DOLLARS to COUNTY, on the first day of each month during the term of this agreement, commencing on February 1, 1977.
4. The term of this agreement shall commence on February 1, 1977 and shall terminate on January 31, 1978.
5. The services to be performed shall consist of the following:

A. Installation of electronic portion of precipitation gauges, stream flow gauges, excess turbidity detectors and other measuring and detection devices.

B. Installation of telemetry equipment as required.

C. Installation of telephones and intercoms.

D. Maintenance of the above; maintenance of microwave system.

E. Miscellaneous installation and maintenance of electronic equipment as required by the District.

6. In the event additional services are required by DISTRICT, the Communications Department of COUNTY shall render said services at its regular rates and charges.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a district

BY _____

ATTEST:

_____
WM. L. McAnlis, Secretary

BK

FILED
JUN 30 1978
LAURENCE P. HENIGAN, Clerk
By Debra A. Conley
Deputy

YOLO COUNTY AGREEMENT NO. 77-47

A JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF PROVIDING FOR THE IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY MEDICAL SERVICE SYSTEM IN THE COUNTIES OF EL DORADO NEVADA, PLACER, SACRAMENTO, SIERRA, SUTTER, YOLO AND YUBA, STATE OF CALIFORNIA

THIS AGREEMENT, dated the 14th day of June, 1978, by and between:

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COUNTY OF EL DORADO
State of California

COUNTY OF NEVADA
State of California

COUNTY OF PLACER
State of California

COUNTY OF SACRAMENTO
State of California

COUNTY OF SIERRA
State of California

COUNTY OF YOLO
State of California

COUNTY OF SUTTER
State of California

COUNTY OF YUBA
State of California

R E C I T A L S :

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need as defined under the Emergency Medical Services Act (PL 93-154) and the Highway Safety Act (Section 402(c) of Public Law 89-564 as amended by Public Law 91-605), to improve the Emergency Medical Services including Communications, and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to create and participate in the Joint Powers Agency hereinafter established;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to provide unified planning and coordination of an Emergency Medical Services System by and through a Joint Powers Agency and provide, by working through the member counties, for the necessary ongoing operation and management of The Emergency Medical Services System for maximum utilization of equipment, facilities and service.

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ARTICLE II

A. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. Any county that is a party to this Agreement may withdraw therefrom by written notice of its intention to withdraw at least eight (8) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective sixty (60) days from the date of notice unless otherwise specified in this agreement.

B. Upon termination of this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, cost expenses and charges incurred under this Agreement shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor agency.

ARTICLE III

EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Valley Emergency Medical Services Coordination Agency, herein referred to as "Agency". For the purpose specified in this agreement the Agency shall be an entity separate from the parties to this agreement.

B. Board of Directors

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The Agency shall be governed by a Board of Directors herein referred to as "Board" composed of eight (8) voting members and nine (9) ex-officio members selected as follows:

1. One (1) member of the Board of Supervisors of each County which is a party hereto.

2. Each appointing authority may make provision for the appointment of an alternate supervisor as it deems necessary. Such alternate may vote in the place of an absent voting member if so authorized by the appointing authority. Each member shall have an equal vote.

3. In addition the Administrator of the Sacramento County Health Agency and a member of each county's emergency medical care committee shall be non-voting, ex-officio members.

4. The Agency may employ a Regional Administrator and fix his salary. He shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Regional Administrator to employ staff to fill positions established by the Board.

5. The Board of Directors of the Agency shall provide for

its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year. One of these meetings shall be designated as the annual meeting at which time a review of the Joint Powers Agreement shall take place. The annual meeting shall include the election of officers and other business as deemed necessary by the Board. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board of Directors and a copy of such resolution shall be filed with each party hereto. Notice of meetings shall be made at least one week in advance of said meetings. Micro Fiched

6. The Regional Administrator of the Agency shall cause to be kept minutes of the regular, adjourned regular and special meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each County.

7. A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative vote of a majority of the members shall be required for the approval of any resolution as to which action of the Board is required.

8. Any vacancy of a regular member shall be filled by the Board of Supervisors of the County which made the appointment of the member. Any person appointed to fill a vacancy shall serve for the unexpired term of the member being replaced.

9. Members of the Board shall serve without compensation, but shall receive reimbursement for actual and necessary expenses incurred when on official duty for the Agency unless otherwise specified. No.

member of the Board may be compensated for any service to the Agency except as provided in this section.

10. Reimbursement for expenses shall be made by the Agency upon submittal of proper documentation.

C. Advisory Committee

The Joint Powers Board shall prescribe the membership and appoint the members of a Regional Emergency Medical Care Advisory Committee. The purpose of this Advisory Committee shall be to:

1. Review, comment, and evaluate the plans for the area's emergency medical services system.

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2. Advise the Agency on general and technical matters pertaining to emergency medical services, including the establishment of administrative and coordinative arrangements necessary for an effective delivery system in its area.

3. Review, evaluate, and make recommendations at least annually concerning the emergency medical services activities in its area of health and public service personnel, medical transport services, health facilities, and communications sytems.

4. Advise upon the allocation of resources on the basis of public need, convenience, and necessity.

Membership of the Advisory Committee shall be broadly representative of the various interests involved in emergency medical services delivery, including local government, health care providers and professional organizations, medical transport services, public safety agencies, consumers and others with general or financial interest in the provision of health care. It shall be selected so as to broadly represent the socio-economic and

geographic characteristics of the region.

D. Fiscal Management

The County of Sacramento is designated as Treasurer and Auditor by each member county to act on behalf of the Agency and to be responsible for fiscal management under the terms of this agreement. Said county shall be entitled to receive project indirect costs as agreed to by the Agency in accordance with the funding procedures of the Office of Traffic Safety of the State of California and the Department of Health, Education and Welfare for acting as treasurer and auditor.

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E. Contracts

In order to achieve the purpose of this agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this agreement and any renewals thereof.

F. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the eight (8) member counties. Such approved expenses shall be borne by the members on a pro-rata basis based on population as estimated by the Department of Finance of the State of California. Expenses incurred shall not include travel expenses or per diem allowances for county members. Said expenses or allowances shall be

borne by each county. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workmen's Compensation Insurance.

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G. Grants

The Agency may, with member county approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

H. Rules

The Board of Directors of the Agency shall adopt rules for the governing of the Agency and for the conducting of the business of the Board. Such rules shall provide for regular meetings of the Board of Directors at a date and time certain, and shall make provision for an annual independent audit. Such rules shall also provide for the operation of Agency Programs including the compensation and privileges of the employees of the Agency, including control of travel and travel expenses at rates established by the agency. Such rules shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency, including the annual audit report, an itemization of employee benefits paid and all expenses that have been allowed to employees of the Agency. The Board of Directors shall elect a Chairperson and Vice-Chairperson to serve for one year

and shall also appoint a Secretary who need not be a member of the Board.

ARTICLE IV

EMERGENCY MEDICAL COORDINATING RADIO SYSTEM

A. Licensing

The Emergency Medical Service Communications Sub-System shall be licensed on suitable special emergency radio frequencies in accordance with Section 89.503 of the Rules and Regulations of the Federal Communications Commission.

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1. The Agency shall be the licensee of the radio equipment utilized as part of this EMS Communications System, except as follows:

a. VHF Special Emergency Base Stations installed in hospitals.

b. Non-UHF base and mobile radios utilized by public or private ambulance services.

c. Paging base stations utilized by hospitals.

2. Each member county agrees that this radio system shall be operated only in accordance with Federal Communications Commission Rules and Regulations pertaining to medical communications and further subject to only those purposes permitted by the Agency.

3. Each member county agrees that the operation of all such radio equipment by its personnel shall at all times, be subject to control of the Agency and that the Agency shall have reasonable access to such radio equipment.

4. The Agency shall not authorize or permit the use of such radio system for any non-medical purpose.

B. Equipment

The Agency shall, prior to distributing any radio equipment to any ambulance operator, hospital or other medical institution, obtain and keep on file with its Federal Communications Commission Records and with the County wherein the equipment is to be located, an agreement between the Agency or County and said ambulance operator, hospital or other medical institution. Information provided the Agency shall relate to radio licensing, operation, licensee control, equipment ownership and user liability.

ARTICLE V

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RADIO EQUIPMENT

A. All radio equipment supplied by funding from the Office of Traffic Safety of the State of California, the Department of Health, Education and Welfare or any other appropriate source for the Emergency Medical Communications Sub-System shall become the property of each member county in which it is installed unless otherwise specified by mutual agreement between the Agency and the County. It may only be utilized for the purposes for which intended under the terms of the funding grant.

B. Each member county becomes responsible for replacement when necessary of said radio equipment operated within its county except as provided by separate agreements with each ambulance operator, hospital, or the Agency.

ARTICLE VI

MEMBER COUNTY ADDITIONAL RESPONSIBILITIES

A. The following responsibilities for proper operation of the Emergency Medical Communications Sub-System shall be assumed by the

member counties less any operations or maintenance funding that may be provided by the Office of Traffic Safety of the State of California, the Department of Health, Education and Welfare, or other sources unless otherwise specified in agreements between the Agency and the member county.

Micro Fiched

1. The installation, maintenance and repair of all mobile radios installed in ambulances within their county.

2. The maintenance and repair of all mobile relay stations assigned to each county, together with any costs for radio vault lease, power, emergency generator, etc., as required.

3. The maintenance and repair of all base and control stations and EMRCC equipment within each county, together with the associated remote control.

4. The maintenance and repair of all base stations and associated consoles installed in each hospital.

5. All such radio equipment shall be maintained to a level designated by the Agency.

ARTICLE VII

WITHDRAWAL

A. The County withdrawing in accordance with Article II of this Agreement, agrees to continue to operate any radio station serving in whole or in part, any other member county retaining membership in the agreement until said radio equipment can be transferred to the adjacent county responsibility and arrangements made for its continued operation but continued operation by a terminating county shall not be required more than one hundred eighty (180) days after the date of termination.

B. Any assets or property contributed to the Agency by the withdrawing county shall be returned to the withdrawing county.

C. The Board of Directors may permit a withdrawing county to retain emergency medical care equipment secured through the Agency on its withdrawal if the Board determines that such equipment is needed for the medical care of residents of the withdrawing county. For situations arising that are not covered by the above guidelines, the withdrawing county and the Board of Directors of the Agency may enter into a contract settling the terms and conditions of withdrawal. A withdrawing county shall not be entitled to any further distribution of Agency property.

ARTICLE VIII

Micro Fiched

FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30.

ARTICLE IX

CLAIMS

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board of Directors

shall adopt a regulation requiring that all claims shall be so filed.

ARTICLE X

ALLOWANCE OF CLAIMS BY AUDITOR-CONTROLLER

A. The Auditor-Controller of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors in any of the following cases:

Micro Fiched

1) Expenditures which have been authorized by purchase orders issued by an officer of the Agency authorized and approved by the Board of Directors to make such purchases,

2) The Auditor-Controller shall require the certificate of the requisitioning or receiving officer that the articles or services have been received or contracted for in accordance with the prior authorization of the Board.

ARTICLE XI

AMENDMENTS

A. This Agreement incorporates and supercedes the Agreement of November 1, 1975 and amendment thereto of April 1976, by and between the Counties of El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo. All rights, duties, liabilities, obligations and assets of the Sierra-Sacramento Valley Emergency Medical Services Coordinating Council pursuant to said Agreements are hereby assumed by the Sierra-Sacramento Valley Emergency Medical Services Coordinating Agency and all actions of the Sierra-Sacramento Valley Emergency Medical Services Coordinating Council pursuant to said Agreements are hereby ratified and confirmed. It is not the purpose of this Agreement to do away with the Sierra-Sacramento Valley Emergency Medical Services Coordinating Council, but rather to change the name thereof and alter its membership

powers and duties.

B. This Agreement may be amended at any time by the mutual agreement of the parties hereto.

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IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

COUNTY OF EL DORADO

Chairman Date of Approval
Board of Supervisors 2/22/77

COUNTY OF NEVADA

Chairman Date of Approval
Board of Supervisors February 1, 1977

Micro Fiched

COUNTY OF PLACER

Chairman Date of Approval
Board of Supervisors June 14, 1978

COUNTY OF SACRAMENTO

Chairman Date of Approval
Board of Supervisors 77-27
1-10-77

COUNTY OF SIERRA

Chairman Date of Approval
Board of Supervisors May 15, 1978

COUNTY OF SUTTER

Chairman Date of Approval
Board of Supervisors 2-1-77

COUNTY OF YOLO

Chairman Date of Approval
Board of Supervisors
FEB. 7, 1977

COUNTY OF YUBA

Chairman Date of Approval
Board of Supervisors April 19, 1977

BK.

FILED
MAR - 1 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers

AGREEMENT NO. 77-48

(Agreement Reinstating Land Use Contract)

THIS AGREEMENT, reinstating Land Use Contract, made and entered into this 8th day of February, 1977, by and between DAVID W. DEAMER, JR. and JANE C. DEAMER, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and DONALD M. MILLER and JUANITA M. MILLER, JOHN V. DAWSON, JR., and JOAN DAWSON, entered into a Land Use Contract, Yolo County Agreement No. 71-229, which is recorded in the Office of the County Recorder of the County of Yolo in Volume 960 of Official Records at Page 605, hereinafter referred to as Land Use Contract.

2. DONALD M. MILLER, JUANITA M. MILLER, JOHN V. DAWSON, JR., and JOAN DAWSON conveyed a portion of the subject property of said Land Use Contract to OWNERS and others. OWNERS and others have divided the portion of the subject property so conveyed to them by conveying to OWNERS certain property described in EXHIBIT "A" attached and incorporated by reference in a Land Use Contract after conveyance and division of subject property, Yolo County Agreement No. 74-230, by and between COUNTY and OWNER and others, which is recorded in the Office of the County Recorder of the County of Yolo in Book 1128 of Official Records at Page 90. By said Land Use Contract after conveyance of subject property, COUNTY and OWNERS agreed to be bound by all the terms and conditions of said Land Use Contract.

3. Thereafter, OWNERS serve notice of non-renewal on COUNTY.

4. COUNTY and OWNERS desire to reinstate said Land Use Contract.

AGREEMENTS:

1. COUNTY and OWNERS and their heirs, successors, and assignees

agree that said Land Use Contract and said Land Use Contract after conveyance and division of subject property and they hereby are reinstated.

2. All the terms and conditions of said Land Use Contract as modified by Land Use Contract after conveyance and division of subject property are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this agreement reinstating Land Use Contract as of the day and year first above written.

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

Tenyla J. Thompson

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

(SEAL)

David W Deamer, Jr.

DAVID W. DEAMER, JR.

Jane C. Deamer

JANE C. DEAMER

"OWNERS"

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On FEBRUARY 18, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a Minute Order of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

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LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
BY Barbara A. Rodgers
Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this March 1, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared David W. Deamer, Jr. and Jane C. Deamer, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 1st day of March, 1977.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara A. Rodgers DEPUTY

EXHIBIT "A"

A portion of the Southwest Quarter of the Northeast Quarter of Section 22, Township 9 North Range 2 East, M.D.B. & M., described as follows:

BEGINNING at a point distant North 01° 15' 48" East 326.80 feet from the Southwest corner of said Northeast Quarter; thence from said point of beginning North 01° 15' 48" East a distance of 990.00 feet to the Southwest corner of the parcel of land conveyed to Robert B. Cochran et ux, by deed recorded November 25, 1961 in Book 927 or 600; thence South 88° 52' East a distance of 1,322.38 feet to the Northwest corner of the parcel of land conveyed to Charles Parsons by deed recorded February 5, 1971 in Book 966 or 623; thence South 00° 52' 00" West 330.00 feet; thence North 88° 52' 00" West 660.00 feet; thence South 00° 52' 00" West a distance of 660.00 feet; thence North 88° 52' 00" West 669.23 feet to the point of beginning.

TOGETHER WITH AN EASEMENT for Ingress and Egress and an easement for underground pipeline for irrigation purposes over and across the following described property.

Micro Fiched

A strip of land 40 feet wide, the West line of which is described as the West line of the Northwest corner quarter of the Northeast quarter of Section 22, and the South line being the North line of Parcel A of Parcel Map 2166 filed in the office of the County Recorder of Yolo County, on March 4, 1974 in Book 2 of Parcel Maps at page 37.

EXCEPTING AND RESERVING therefrom, for a period of ten (10) years from July 1, 1972, all oil, gas, minerals and other hydrocarbon substances lying within or under the above described land, together with a perpetual sub-surface right of ingress and egress for the purpose of prospecting and exploring for an mining and extracting said substances, but, however, excluding and excepting all rights in and to the surface of said land and the subsurface thereof down to a depth of 500 feet measured vertically from the surface of said land.

Agreement No. 77-12

Joint Exercise of Powers Agreement Between the County of Yolo and the Cities of Yolo County - Woodland, Davis, and Winters.

This Agreement, dated for convenience February 15, 1977 between the County of Yolo (County) a political subdivision of the State of California and the Cities of Woodland, Davis, and Winters (Cities), being municipal corporations duly organized and existing under the laws of the State of California.

WITNESSETH:

Recitals

1. Pursuant to Title I of the Housing and Community Development Act of 1974 (PL93-383), $540,000 of Sacramento Area Metropolitan Discretionary Grant funds have been made available upon the preapplication by the County and local Cities for the purpose of improving public facilities, acquiring land for low and moderate income housing and upgrading substandard housing.

Micro Fiched

2. The parties hereto have determined that it is in the public interest to submit a joint preapplication and application for said funds and have reviewed and hereby endorse and join in the preapplication of County for said funds as listed attached hereto as Exhibit A and in any application arising therefrom.

3. The parties recognize and accept that a joint powers agreement is the most convenient and advantageous means of applying for said grant.

4. Pursuant to Article I, Chapter 5 of Title I of the Government Code of the State of California, any two or more political subdivisions may enter into a cooperative agreement for the performance of any governmental function.

Agreements

Section One - Purpose: This agreement is made pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to the Cities and the County.

The Cities and the County each possess the powers referred to and recited herein. This purpose of this agreement is to exercise such powers by applying to the United States Department of Housing and Urban Development for federal assistance to alleviate community development and housing problems common to each of the parties hereto, pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383). Such purpose will be accomplished, and said common powers exercised in the manner hereafter set forth.

Section Two - Term: This agreement shall become effective as of the date hereof, and shall continue in full force and effect for the program year covered by the 1977 application for federal assistance, and may be extended for periods of one or more program years by mutual agreement from all parties. Nothing in this agreement shall preclude any city or county from filing its own application for Housing and Community Development funds in subsequent years.

Micro Fiched

Section Three - Designation of the County of Yolo: The County of Yolo is hereby designated to act on behalf of the parties hereto in all matters relative to the application for federal assistance through the Housing and Community Development Discretionary Block Grant program. This agreement and the restrictions contained herein shall apply only to the 1977 grant applications, a summary of the preapplication of which is attached hereto marked Exhibit "A" and incorporated herein by reference with amendments thereto that may occur during the application process.

Section Four - Duties of the County of Yolo: It is hereby agreed that the County of Yolo shall perform the following acts and functions during the pendency of this agreement:

A. Submit, as applicant, on its behalf and on behalf of the Cities, a preapplication and an "application for federal assistance" and all supporting documents or such documents as are necessary to secure a federal grant for the purposes set forth in Exhibit "A" attached hereto or for such purposes as may arise therefrom.

B. Said preapplication and "application for federal assistance" shall be submitted in accordance with HUD regulations and applicable federal

and state laws.

C. Upon receipt of federal authorization to grant monies, the County shall disburse funds for which the grant was requested to the Cities.

D. County shall provide administrative and fiscal support for the application for and obtaining of said grant, as well as the disbursement of monies upon receipt.

E. County agrees to periodically call staff meetings of the Cities' managers or designated representatives to review the progress of the applications, projects and expenditures of funds.

These meetings shall be called Technical Housing and Community Development Advisory staff meetings. The Director of the Housing Authority will be included in these meetings.

Micro Fiched

Section Five - Responsibilities of Cities: It is hereby agreed that the Cities shall perform the following acts and functions during the term of this agreement:

A. Upon receipt of grant monies, shall expend such monies in furtherance of the projects specified attached hereto and marked Exhibit "A".

B. Be authorized to implement said projects upon receipt of said funds from County.

C. Be responsible for all grant monies received and shall provide such reports as are required by the Federal Government for their respective programs.

D. Be responsible for fulfilling the requirements and regulations as sat forth by the Federal Government.

Section Six - Mutual Obligations: It is mutually agreed that the parties hereto shall be bound by the assurances, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by reference.

Section Seven - Disposition of Assets: At the end of the term hereof, or upon earlier termination of this agreement by the mutual agreement of the parties hereto, title to any funds not disbursed in accordance

with Section Four hereof, shall automatically rest in County which shall dispose of said funds in accordance with applicable HUD or federal regulations and instructions. All other property or funds loaned or given in furtherance of this agreement shall be returned to the parties in proportion to the contribution made.

Section Eight - Miscellaneous

A. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

B. Whenever in this agreement, any consent or approval is required, the same shall not be unreasonably withheld.

C. The parties hereto shall provide for strict accountability of all funds and shall keep records of all receipts and disbursements.

D. This agreement is made in the State of California, under the constitution and laws of said State, and is to be so construed.

Micro Fiched

E. The executed agreement will be accompanied by a minute order from each participant City and County authorizing agreement execution.

F. An opinion of County Counsel will also be submitted citing the authority the County and Cities have to enter into this agreement, referenced as Exhibit "C".

Section Nine - Servability: Should any part, term, or provision of this agreement be, by the courts, decided to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable and ineffectual, the validity of the remaining portions of the provisions shall not be affected thereby.

Section Ten - Successors: This agreement shall be binding upon and shall insure to the benefit of the successors of the parties hereto.

In Witness Whereof, the parties hereto have caused this agreement to be executed and attested by their proper officers thereunder duly authorized and their official seals to be thereto affixed as of the day and year just above witnessed.

County of Yolo

BY Linda J. Thomsen
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
LAURENCE E. DUNCAN, COUNTY CLERK
By Carla Lucas Deputy

City of Woodland

BY Mrs. C. Peterson

City of Davis

BY Robert N. Black
MAYOR

City of Winters

Micro Fiched

BY James L. Atherton

EXHIBIT A

Jurisdiction	HCD Grant	Other Funds	Total
Yolo County:			
(1) Rehabilitation Grant Program for the community of Bryte	$ 93,500		$ 93,500
(2) Public Works Program for Storm Drains in Bryte	100,000		100,000
SUBTOTAL	$193,500		$193,500
City of Davis:			
(1) Rehabilitative Cooperative Housing program and phase I of a Senior Citizens Center	$150,000		$150,000
City of Winters:			
(1) Acquire land that can be used for low cost senior housing complex and to permit the development of an adjacent senior center neighborhood center	$ 60,200	$ 88,400	$148,600
City of Woodland:			
(1) A residential rehabilitation loan and grant program	$136,300		$136,300
TOTAL	$540,000	$ 88,400	$628,400

Micro Fiched

EXHIBIT B

County	No. of Beds	Cost per Day
Butte	18	33.50
Sutter-Yuba	20	21.14
Contra Costa		
East County Detox	10	33.87
Green St. Detox	12	35.00
Jesse Holloman Detox	20	26.01
San Mateo		
Crystal Springs Rehabilitation Center Detox	16	34.72
Alameda		
Highland Social Model Detox	20	34.72
Fairmont	25	30.72
Solano	6	49.00
Sonoma	30	22.12
Sacramento - Modified Medical	70	26.55

Modified Medical Detoxification

Based on cost study by Ernst & Ernst Region 4 (includes Alpine, Amador, Butte, Colusa, Glenn, Nevada, Sierra, Sutter, Yuba)

Program Capacity	Average Cost per Day
13-18 bids	40.60
70-100 beds	25.98

Micro Fiched

(9)

ERWIN W. MEIER
COUNTY EXECUTIVE
916-666-8309

COUNTY OF YOLO

Woodland, California

95695

February 11, 1977

Honorable Twyla J. Thompson, Chairman
and Members of the Board of Supervisors

A 63-page joint 1977 preapplication has been compiled by this office, requesting $540,000 of Housing and Community Development funds for the cities of Davis, Winters, Woodland, and the unincorporated area of Bryte. The preapplication has been filed with the Clerk of the Board of Supervisors for public inspection.

Exhibit A outlines the projects requested by the various agencies. Yolo County's request is for $193,500 of which $100,000 is designated for storm drains and $93,500 for rehabilitation grants in the Bryte area.

So far the cities of Woodland and Davis have approved the preapplication. The city of Winters will be acting on the preapplication on February 15, 1977. We have been assisted by staff from the cities, the Housing Authority, and various County departments in preparing this preapplication. Their assistance and cooperation is fully appreciated.

Micro Fiched

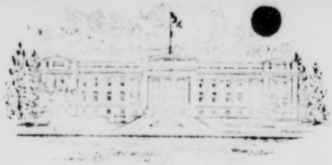
It is recommended that the Board of Supervisors (1) approve the attached resolution authorizing the execution of the Joint Powers Agreement, (2) authorize the Chairman to sign the Joint Powers Agreement and preapplication, and (3) direct the County Executive to file the preapplication with the U.S. Department of Housing and Urban Development.

Respectfully submitted,

Erwin W. Meier

ERWIN W. MEIER
County Executive

EWM:BD:ri



ERWIN W. MEIER
COUNTY EXECUTIVE
916-666-8309

COUNTY OF YOLO

Woodland, California

95695

February 16, 1977

RECEIVED
FEB 16 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

Mr. Marvin Laskey, Housing Representative
Department of Housing & Urban Development
San Francisco Area Office
One Embarcadero Street, Suite 1600
San Francisco, CA 94111

Dear Mr. Laskey:

Enclosed is our joint 1977 preapplication for the Sacramento Metropolitan discretionary area funds under Title I of the Housing and Community Development Act of 1974. The preapplication requests $540,000 of federal funds for the cities of Davis, Winters, Woodland, and the County of Yolo. This is the third year the County and Cities have filed a joint preapplication.

Your favorable consideration is appreciated. If there are any questions, please contact this office or any one of the City Managers.

Sincerely,

ERWIN W. MEIER
County Executive

Micro Fiched

EWM:ri

cc: Howard Reese, Davis City Manager
Mike Jones, Winters City Manager
Tom Peterson, Woodland City Manager
Ross Parker, Director of Yolo County Housing Authority

Enc.

1977 HCD Preapplication Index

Subject	Pages	
Cover Letter	-	
Preapplication Index	1	
Preapplication Form 424	2	
A-95 Clearinghouse Form	3	
Citizen Participation Certification	4	
Program Narrative Statements		
(a) City of Davis	5-16	
(b) City of Winters	17-28	
(c) City of Woodland	29-33	
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Maps		
(a) Census Map	44	Micro Fiched
(b) Concentration of Minority Groups	45-48	
(c) Concentration of Lower Income Persons	49	
Summary of Prior Assistance	50-51	
Summary of Housing Assistance Plan	52	
Joint Powers Agreement	53-61	
Resolution Authorizing the Joint Powers Agreement	62-63	

FEDERAL ASSISTANCE

1. TYPE OF ACTION: [X] PRE-APPLICATION [ ] APPLICATION [ ] CONSTRUCTION OF INTENT (OCS) [ ] NOTICE OF FEDERAL ACTION
(Mark appropriate box)

2. APPLICANT'S APPLICATION: a. NUMBER ... b. DATE Year month day 19

3. STATE APPLICATION IDENTIFIER: a. NUMBER ... b. DATE ASSIGNED Year month day 19

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name : Yolo County
b. Organizational Unit : County Executive
c. Street/P.O. Box : County Courthouse, Room 202
d. City : Woodland e. County : Yolo
f. State : CA g. ZIP Code: 95695
h. Contact Person (Name & Telephone No.) : Erwin W. Meier, County Executive (916) 666-8300

5. FEDERAL EMPLOYER IDENTIFICATION NO.: 94-6000548

6. FED. GRANT (From Federal Catalog)
a. NUMBER 1 1 4 0 2 1 1 9
b. TITLE: Title I, HCD 74 ACT Discretionary, Metro Area Balance

7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT

A neighborhood housing and development program with the Cities of Davis, Winters, Woodland and Yolo County

8. TYPE OF APPLICANT/RECIPIENT
A-State H-Combination by Action Agency
B-Interstate I-Higher Educational Institution
C-Substate J-Private Firm
D-Regional K-Other (Specify):
E-City Joint Power Agreement
F-School District
G-Special Purpose between Cities & County
Enter appropriate letter [K]

9. TYPE OF ASSISTANCE
A-Basic Grant D-Insurance
B-Supplemental Grant E-Other
C-Loan Enter appropriate letter(s) [A]

10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.): Davis, Winters, Woodland and Yolo County

11. ESTIMATED NUMBER OF PERSONS BENEFITING: 5470

12. TYPE OF APPLICATION
A-New C-Revision E-Augmentation
B-Renewal D-Continuation
Enter appropriate letter [A]

13. PROPOSED FUNDING
a. FEDERAL $ 540,000.00
b. APPLICANT $ 50,000.00
c. STATE $ 10,400.00
d. LOCAL $ 0.00
e. OTHER $ 28,000.00
f. TOTAL $ 628,400.00

14. CONGRESSIONAL DISTRICTS OF:
a. APPLICANT 04
b. PROJECT 04

15. ESTIMATED DATES OF PROJECT: Year month day 1977 Oct 1
16. PROJECT DURATION: 12 Months
17. ESTIMATED DATE TO FILE APPLICATION: Year month day 19 77 2 16

18. TYPE OF CHANGE (For 1b or 12a)
A-Increase in Dollars F-Other (Specify):
B-Decrease in Dollars
C-Increase Duration
D-Decrease Duration
E-Cancellation
Enter appropriate letter(s) [ ]

19. EXISTING FEDERAL IDENTIFICATION NUMBER: N/A

Micro Fiched

20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code): HUD, SFO Area Office, SFO, Ca, 94111

21. REMARKS ADDED [ ] Yes [ ] No

22. THE APPLICANT CERTIFIES THAT
a. To the best of my knowledge and belief, all data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.
b. Will comply with Federal assurances and all requirements as a condition of receiving Federal assistance (Federal, State, or appropriate clearinghouse)
Executive Directive
(1) Sacramento Regional Area Planning/ Commission [X] [ ]
(2) State of California Clearinghouse [X] [ ]
(3) [ ] [ ]

23. CERTIFYING REPRESENTATIVE
a. TYPED NAME AND TITLE: Twyla J. Thompson, Chairman, Bd. of Supervisors
b. SIGNATURE: Twyla J Thompson
c. DATE SIGNED: Year month day 1977 2 16

24. AGENCY NOTIFIED
25. APPLICATION RECEIVED Year month day 19
26. ORGANIZATIONAL UNIT
27. ADMINISTRATIVE OFFICE
28. FEDERAL APPLICATION IDENTIFICATION
29. ADDRESS
30. FEDERAL GRANT IDENTIFICATION

31. ACTION TAKEN
a. AWARDED
b. REJECTED
c. RETURNED FOR AMENDMENT
d. DEFERRED
e. WITHDRAWN

32. FUNDING
a. FEDERAL $ .00
b. APPLICANT .00
c. STATE .00
d. LOCAL .00
e. OTHER .00
f. TOTAL $ .00

33. ACTION DATE: Year month day 19
34. STARTING DATE: Year month day 19
35. CONTACT FOR ADDITIONAL INFORMATION (Name and Telephone Number)
36. ENDING DATE: Year month day 19
37. REMARKS ADDED [ ] Yes [ ] No

38. FEDERAL AGENCY A-95 ACTION
a. To further action taken, any applicable matters which are necessary to be considered in accordance with Federal law, Executive Orders, or Office of Management and Budget Circular A-95 have been taken or will be taken.
b. FEDERAL AGENCY A-95 OFFICIAL (Name and Telephone No.)

424-101

STANDARD FORM 424 PAGE 1 (10-77)
Prescribed by O.M.B. Federal Management Circular 74-7

COVER SHEET for FEDERAL GRANT APPLICATION/AWARD NOTIFICATION and other Project Reviews – STATE OF CALIFORNIA

ITEMS 1-21 TO BE COMPLETED BY APPLICANT

1. APPLICATION DATE: yr 19 77, mo 2, day 16

2. APPLICANT – Organizational Unit: Yolo County Executive

3. ADDRESS – Street or P. O. Box: Courthouse, Room 202

4. FEDERAL EMPLOYER ID NO.: 94-6000548

5. CITY: Woodland

6. COUNTY: Yolo

7. STATE & ZIP CODE: CA | 95695

8. PROG TITLE (NO. (Catalog of Fed Domestic Assistance): 14.219 Discre.Metro Balance

10. TYPE OF ACTION: a ☐ New b ☐ Continuation c ☒ Modification

11. TYPE OF CHANGE (Complete if 10b or 10c was checked): a ☐ Increase Dollars b ☐ Decrease Dollars c ☐ Increase Duration d ☐ Decrease Duration

12. a ☐ Other (Specify) b ☐ Cancellation

14. EXISTING FED GRANT ID: N/A

15. REQUESTED FUND START: yr 19 77, mo 10

16. FUNDS DURATION: 12 (Months)

17. EST PROJECT START: yr 19 77, mo 10

18. EST PROJECT DURATION: 12 (Months)

19. APPLICANT TYPE (Enter Letter ☐): A. State; B. Interstate; C. Sub State Dist; D. County; E. City; F. School District; G. Community Action Agency; H. Sponsored Organization; I. Indian; J. Other (Specify in Remarks)

FUNDS REQUESTED (In Complete Dollars Only And Omit Cents)

20 FEDERAL	$	540,000 .00
21 STATE	$	10,400 .00
22 LOCAL	$	50,000 .00
23 OTHER	$	28,000 .00
24 TOTAL (20 21 22 23)	$	628,400 .00

PART 1

25. BRIEF TITLE OF APPLICANT'S PROJECT: A Neighborhood Housing and Development Program

26. DESCRIPTION OF APPLICANT'S PROJECT (Purpose):

Davis - Rehabilitation Housing Project and senior center (150,000)
Winters - Land Acquisition for senior housing and center (148,600)
Woodland - Rehabilitation Grants (136,300)
Yolo County - Bryte Public Works and Rehabilitation Grants (193,500)

27. AREA OF PROJECT IMPACT (Include City, County, State, etc.): Davis, Winters, Woodland, and Yolo County

STATE WIDE ☐ | COUNTY WIDE ☐ | CITY WIDE ☐

28. CONGRESSIONAL DISTRICT: Of Applicant: [04] Districts Impacted by Project: [04]

29. Environmental Assessment Required By State/Federal Agency? ☐ Yes ☒ No

30. CLEARINGHOUSE(S) TO WHICH SUBMITTED: a ☒ State b ☒ Area Wide c ☐ None

31. a. NAME/TITLE OF CONTACT PERSON: Erwin Meier, Co. Executive

b. ADDRESS – Street or P. O. Box: Courthouse, Room 202

c. TELEPHONE NO.: (916) 666-8300

32. ENVIRONMENTAL DOCUMENT REVIEW REQUIRED: YES ☐ NO ☒

If YES: ☐ Environmental Impact Statement (EIS/EIR) Attached (23 copies) ☐ Draft EIS/EIR ☐ Final EIS/EIR

☐ Negative Declaration Attached (5 copies)

☐ Notice of Exemption Attached (5 copies)

Notice of Intent - Document will be Forwarded On: Approximately _____ (Mon, Day, Year)

If No ☒ Federal Program Does Not Require An Environmental Document / Project Exempt Under State Categorical Exemption, Class _____

33. Is this project subject to A-95 review? YES ☐ NO ☒

34. Does this assistance request require State, local, regional or other priority rating? YES ☐ NO ☒

35. Does this request require a clearinghouse review before final action on the project? YES ☐ NO ☒

36. Is the project site located in the coastal zone? YES ☐ NO ☒

If YES, is it in a Port Area? YES ☐ NO ☒

37. Is project subject to provisions of the Coastal Zone Management Act? YES ☐ NO ☒

38. If project site is shown in picture of the area's environmental document, list the U.S. Geological Survey quadrangle map in which the project is located.

N/A

Micro Fiched

ITEMS 32-38 TO BE COMPLETED BY CLEARINGHOUSE

PART 2

32. CLEARINGHOUSE ID: ☐ CLEARINGHOUSE

33. a. ACTION ON REVIEW: ☐ Notification ☐ Application

b. ACTION TAKEN: a ☐ With Comment b ☐ Waived c ☐ Noted Comment d ☐ Unfavorable

34. STATE APPLICATION IDENTIFIER (SAI): C A | State | Number

35. CLEARINGHOUSE IMPACT CODE: STATE WIDE ☐ Yes ☐ No

Counties	City	Counties	City	Counties	City	Counties	City	Counties	City
Prog Areas		Prog Areas		Prog Areas		Prog Areas		Prog Areas	

36. STATE PLAN REQUIRED: ☐ Yes ☐ No

37. RECEIVED BY STATE CLEARINGHOUSE: yr 19 ___, mo ___, day ___

38. FINAL CH ACTION DATE: yr 19 ___, mo ___, day ___

38. a SIGNATURE OF CH OFFICIAL

ITEMS 39-42 TO BE COMPLETED BY APPLICANT BEFORE SENDING FORM TO FEDERAL AGENCY

PART 3

39. CERTIFICATION – The applicant certifies that to the best of his knowledge and belief the above data are true and correct and that the filing of this form has been duly authorized by the governing body of the applicant. Check box if clearinghouse response is attached. ☐

40. a. NAME (Print or Type): Twyla J. Thompson

b. TITLE: Chairman Bd. of Supervs.

c. SIGNATURE OF Authorized Representative: Twyla J. Thompson

d. TELEPHONE NUMBER: (916) 662-4142

41. DATE MAILED TO FEDERAL/STATE AGENCY: yr 19 ___, mo ___, day ___

42. NAME OF FEDERAL / STATE AGENCY TO WHICH THIS APPLICATION SUBMITTED: HUD, SFO Office

ITEMS 43-54 TO BE COMPLETED BY FEDERAL OFFICE EVALUATING AND RECOMMENDING ACTION ON THE APPLICATION

PART 4

43. GRANT APPLICATION ID (Assigned by Federal Agency)

44. GRANTOR AGENCY

45. ORGANIZATIONAL UNIT

46. ADMINISTERING OFFICE

52. Application Rec'd: yr 19 ___, mo ___, day ___

53. a. Exp. Action Date: yr 19 ___, mo ___, day ___

(Always Complete) 53. a OR b

53. b. Ref. to Applicant: yr 19 ___, mo ___, day ___

REVISIONS	Amended Applic. Received	Rev. Expected Action Date	Exp. Action Revised As Of	REVISIONS	Subsequent Ref. to Applicant
	yr 19 ___, mo ___, day ___	yr 19 ___, mo ___, day ___	yr 19 ___, mo ___, day ___		yr 19 ___, mo ___, day ___
	19 ___ ___ ___	19 ___ ___ ___	19 ___ ___ ___		19 ___ ___ ___
	19 ___ ___ ___	19 ___ ___ ___	19 ___ ___ ___		19 ___ ___ ___
	19 ___ ___ ___	19 ___ ___ ___	19 ___ ___ ___		19 ___ ___ ___

47. ADDRESS – Street or P. O. Box

48. CITY

49. STATE

50. ZIP CODE

51. TELEPHONE NUMBER

ITEMS 55-65 TO BE COMPLETED BY THE FEDERAL OFFICE APPROVING THE GRANT APPLICATION

PART 5

FINAL ACTION	FINAL DATES	FUNDS APPROVED (For Changes Show Only Amt. & Dir. (+ or -) of Inc. (+) or Dec. (-))
55. a ☐ Awarded b ☐ Rejected c ☐ Withdrawn	yr mo day	60. FEDERAL AMOUNT (If Y___ funds) $ .00
56. FUNDS AVAILABLE	19 ___ ___ ___	61. STATE SHARE $ .00
57. ENDING DATE	19 ___ ___ ___	62. LOCAL SHARE $ .00
58. FEDERAL GRANT ID		63. OTHER $ .00
59. FEDERAL FUND ACCOUNT NUMBER		64. TOTAL (60, 61, 62, 63) $ .00
		65. MULTIPLE PROGRAM-LINK

PART 6

66. REMARKS

Joint Powers Agreements with the Cities of Davis, Winters, Woodland and Yolo County

3/74 Federal Regional Council CA-169

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DISCRETIONARY GRANT PREAPPLICATION

CITIZEN PARTICIPATION CERTIFICATION

Pursuant to Section 570.303(e)(4) and Section 570.402(g), the applicant hereby certifies and assures that prior to the submission of the preapplication, the applicant has:

a. provided citizens with adequate information concerning the amounts of funds available for the proposed community development and housing activities, the range of activities that may be undertaken, and other important program requirements;

b. informed citizens of the maximum discretionary grant for which the applicant may apply, the criteria for selection of preapplications, and that the number of preapplications submitted may substantially exceed the number of applications that may ultimately be approved from the available funds;

c. held at least two public hearings to obtain the views of citizens on community development needs; and

d. provided citizens with an adequate opportunity to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and otherwise to participate in the development of the preapplication.

Micro Fiched

Gayle J. Thompson

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTESTED BY:

[illegible] HENIGAN, Clerk

[illegible]
DEPUTY

1977 HOUSING AND COMMUNITY DEVELOPMENT PREAPPLICATION FORM

CITY Davis, CA

DATE 2/4/77

I. Short Title of Applicant's Project:

Rehab Coop Hsg-Senior Center

II. Description of the Project:

The project is intended to extend the benefits of homeownership to Low and Moderate Income Families through:

A: Rehabilitation and conversion of existing multi-family housing to cooperative ownership. A non-profit community-based Housing Development Corporation or similar entity is to be established or selected by the City to provide "front end" money (grants, loans, loan guarantees) for the project. Funds could be expended for any of the following: (1) organization, site selection, preliminary design, feasibility studies, and property option and acquisition; (2) downpayment matching money for low and very low income members of the Coop for purchase financing, which could be coordinated with provisions of the National Cooperative Bank bill, if enacted (HR 14829; S. 2631); (3) establishment of a debt service fund to guarantee debt service payment by low income members. When permanent financing is secured by the Housing Development Corporation or by the Coop, the City is to be reimbursed to the extent possible, and to continue to utilize the money to "seed" other low and moderate income housing programs.

Micro Fiched

This project supports other strong Community Development efforts of the City of Davis in the conservation of its housing stock and provision of lower cost housing. These efforts include locally financed inspection and code enforcement program upon resale of housing units, and application to the State of California as a participant in its mortgage assistance program for purchase and rehabilitation of older housing in Central Davis. The City also utilizes an annual housing allocation system very strongly weighed to provide lower cost units throughout the city.

One or more owners of existing multi-family complexes are willing to consider participation in the program. If any or all of the coop housing projects are rejected, the money would be allocated to the Senior Citizen's Center.

B: Construction of Phase I of a Senior Citizens Center: There is a senior population over age 60 of approximately 1,900 people. About one-third of these are of low and moderate income. They have a variety of needs including housing, health and nutrition counseling, basic medical examinations, Medicare and medical information, income and property tax assistance and many recreational programs along with social security information. The City has attempted to alleviate this with a subsidized senior citizen bus and some rented meeting room space, but this only meets a limited portion of the needs.

The proposed center would be located in the core area of the City and while most senior citizens are in or near that area, all senior citizens of the greater urban area would be able to use its services.

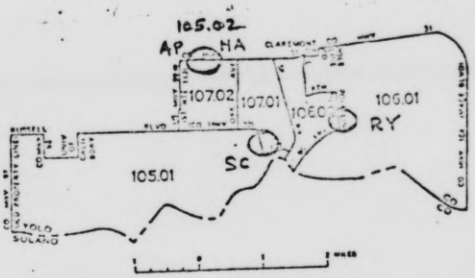
Related support actions of the City of Davis for the Core Area include:

(1) $1,750,000 of Capital Improvement items scheduled over five years.

Micro Fiched

(2) Survey and planning for potential application of "State Act" redevelopment project. There has been City Council discussion of potential utilization of tax increments in relation to a rehabilitation loan program. A survey of the proposed redevelopment area has been completed, and a $3,000 retainer advanced for legal services in connection with the redevelopment project.

(3) '701' grant received 1976-77 to study methods of combining residential and commercial activities within this area.



Micro Fiched

1970
CENSUS TRACTS
DAVIS, CA.

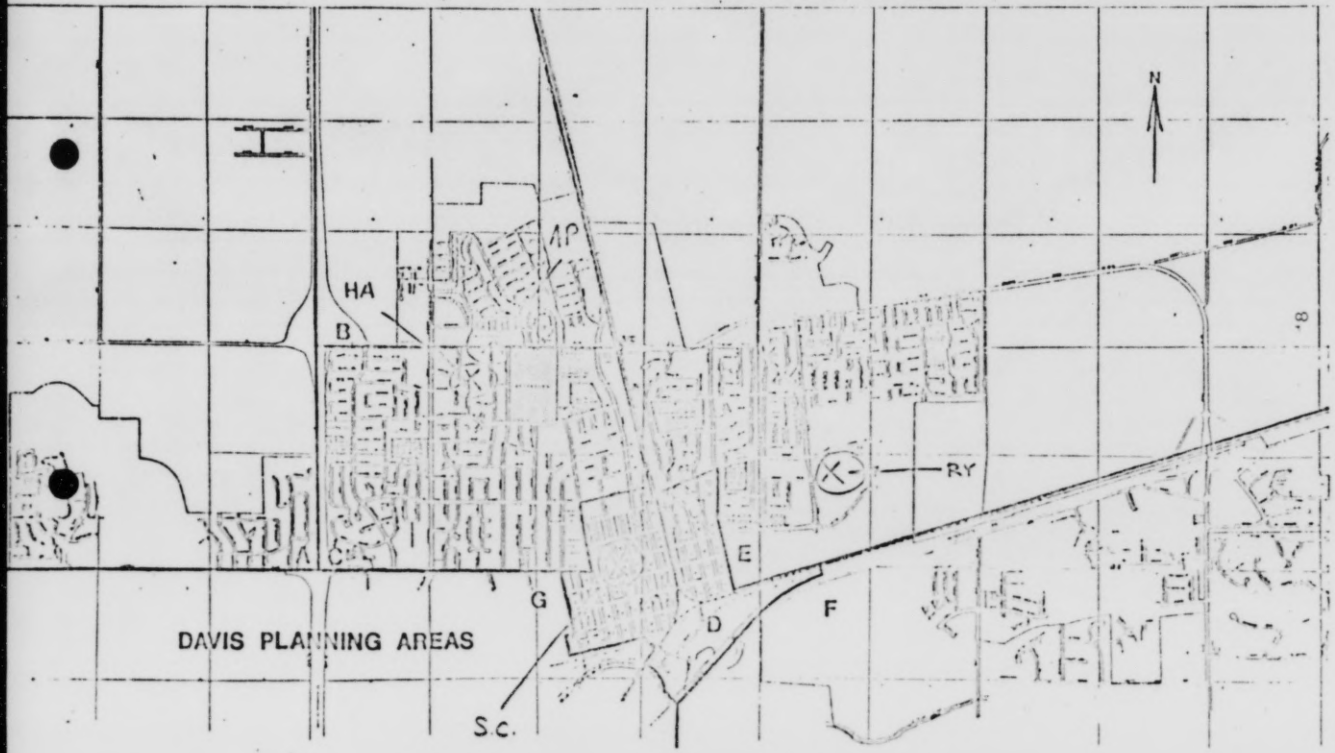
POTENTIAL COOP REHAB CONVERSION SITES - RY, HA, AP - AND SENIOR CITIZEN CENTER - SC - BY BLOCKS

EXHIBIT 1

Micro Fiched

EXHIBIT 2

POTENTIAL COOP REHAB CONVERSION SITES (RY, HA, AP)
& SENIOR CITIZEN CENTER (SC) BY BLOCKS



III. Area of Project Impact

(Attached maps showing (1) Census Tract Area, (2) Individual Blocks)

Three potential sites are under review for rehabilitation as coops. They are located in 1970 Census Tracts 107.02, 105.02 and 106.01. In terms of the City's planning areas, which correspond to data collected in our 1975 Special Census, the sites are located in Planning Areas B, C, and E. Physical conditions of these areas are described in the attached. The site for the senior center is located in Planning Area D. Census Tract and Block locations for the projects are indicated in Exhibits 1 and 2, attached.

(a) Describe the physical conditions of the area.

Profile of Planning Area B - North Davis - North Davis containing some of the City's newest residential development is located north of Covell Boulevard, between Route 113 and the Southern Pacific Railroad tracks. Housing in this area consists mostly of single family homes with medium to high rent apartment units. The area is most interesting for its innovative system of greenbelts and bike paths, and its variety of architectural styles and housing mix.

Micro Fiched

North Davis presently has the smallest population among the Planning Areas, containing 2,809 residents or only 7% of the total.

No schools or shopping are located in Area B. North Davis shopping needs are served by a neighborhood commercial shopping area at Anderson and Covell. Bike and pedestrian access to this center have been improved by recent signalization of the Covell and Anderson intersection but is still somewhat difficult. A special overcrossing over Covell Boulevard links the greenbelt bikeway to the community park and its facilities.

This is an expanding area which is expected to accommodate some of Davis' future residential development.

Profile of Planning Area C - West Central Davis

West Central Davis is basically a large rectangular area which is bounded by Covell Boulevard on the north, Route 113 on the west, Russell Boulevard on the south and the Southern Pacific Railroad on the east.

The housing in this area consists of a mixture of single family dwellings and apartment complexes. The neighborhoods vary considerably in age, density, housing type and character. The College Park neighborhood, for instance, has older but large and elegant single family homes, mostly occupied by University faculty. On the other hand, the Oxford Circle and Sycamore area neighborhood contains the highest

density apartment complexes in the city housing mostly University students. The area of North Sycamore is a relatively new single family housing neighborhood, with more multiple family housing adjacent to Covell Boulevard on the south. Because of the diversity found at the neighborhood level, this planning area should be divided into several neighborhoods for a more specific analysis of the social-economic characteristics of the area.

Its major shopping facilities are the University Mall area at Russell Boulevard and the Lucky Supermarket complex at Anderson and Covell Boulevard. A large number of public and private schools and four parks service the area. The West Davis Intermediate and West Davis Elementary Schools both have adjacent neighborhood parks.

These schools, which are west of Anderson, also serve students from far West Davis. Davis Senior High School as well as the Veterans Memorial Building, the County Library and North Davis Elementary School share the Davis Community Park and pool complex. The Community Park, with its mounded landscaping and meandering bike paths, is located at Covell Boulevard and F Street, with public buildings primarily fronting on East Fourteenth Street. A little league ballfield is in use on the east side of Covell Boulevard and F Street.

Micro Fiched

This area has a population of 12,061, which is 31% of the urban area total. A high percentage of its population is of student age with 33% of the population between 20 and 24 years old. The large number of apartment units and the close proximity to the University have made it a popular student area.

West Central Davis has only a small amount of vacant land, so not much more development will occur. Space next to Lucky Supermarket complex is still vacant.

The former Emerson High School is in the south corner of this planning area and is also in a portion of Area D. Future utilization of the Emerson site is a community issue; the present General Plan Land Use designation indicates "public use".

Profile of Planning Area E - East Davis

This area is known as East Davis and is located east of L Street to East Eighth Street and east of the Southern Pacific tracks north of East Eighth. Its southern boundary is also SPRR.

The major facilities in this area include the Albertson's shopping center, Valley Oak Elementary School, Oliver Wendall Holmes Junior High School and Chestnut Park. Other facilities east of Pole Line Road are the Birch Lane Elementary School and Slide Hill Park and pool complex. The southern boundary

adjacent to SPRR and Interstate 80 is occupied by major industrial yards. The northwest corner by Covell Boulevard is the site of the Hunt's industrial complex. A large tract of agricultural land has been reserved at the end of Eighth Street for future urban development after 1990.

The portion of this area north of Covell Boulevard contains Hunt's cannery complex and adjacent vacant industrial area. East of Pole Line Road is the Buena Vida four-plex area and the future Green Meadows residential area. A new neighborhood shopping facility is presently under consideration for the triangular site at Pole Line and Covell Boulevard.

Although most of East Davis has been built up, about three relatively large vacant residential sites exist and provide opportunities for continuation of positive economic mix.

Profile of Planning Area D - Core

This area represents the oldest central city neighborhood as well as the City's central business district. Planning Area D is outlined by L Street on the east, East Eighth Street on the north, B Street to Russell Boulevard then along A Street to the west, then First Street and Interstate 80 to the south.

Older east Davis from the SPRR to L Street contains a mixture of apartment developments and older homes. Some of the two story older structures date back to the beginning of Davis. Some commercial development fronts the SPRR.

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The downtown is the dominant center for business and shopping in the community. It has 90% of all small offices, all the banks, and over 50% of all retail and eat-and-drink establishments. The downtown also contains a number of public facilities including City Hall, temporary Senior Center, Fire Station, Pence Art Gallery, and four public parking lots. Third Street is a major bicycle artery to the U.C.D. campus. City Park at Fifth and B Streets, is a heavily used park containing picnic and play areas.

Within Area D as a whole, the census date indicate that 64% of the homeowners pay $149 or less per month for their housing and 69% of the renters pay less than $175 for monthly rent. Of all the housing units, 76% are rentals, one of the highest percentages of rentals in any Planning Area.

The low cost of older housing, the high number of rentals, and the close proximity to the University and commercial services, have made Area D very attractive to students and older citizens. This is reflected in the age distribution of the population, which contains significantly more student age and

older citizens than the urban area average. Conversely it has the lowest proportion of families with children.

Although Area D has the most economic activity in the City, it has the lowest median income per household, a result of the high number of students and retired residents.

This area has been the focus of much planning in order to maintain its older neighborhood character and its dominance as the commercial and social center of the community.

(b) Estimate the number of persons who live in the area and who will benefit by the project activity:

Planning Area	Total Population	Population Below 80% of SMSA Median Income	Population Below 50% of SMSA Median Income
B North Davis	2,809	543	259
C West Central Davis	12,061	3,964	2,419
E East Davis	9,854	2,890	1,356
D Core Area	3,345	1,799	953

Source: 1975 Special Census City of Davis

Micro Fiched

IV.

Project Cost	Source of Funds		Total
	77 HCD Grant	Other (Identify)	
Federal	150,000	Various loan program (to be negot.)	150,000
State			
Local Cash			
a) Applicant			
b) Other			
Total	150,000		150,000

V. Estimated number of months the Project will take to complete

24 months.

VI. Dates of Public Hearings: (attach copy of newspaper notice of hearing)

First Hearing: December 15, 1976 Estimated Public Present: 25

Second Hearing: January 19, 1977 Estimated Public Present: 25

VII. Community Development needs served by the Project:

A total of 2400 units of low and moderate income housing (including subsidies for existing housing) has been identified as needed for the Davis community based on income levels. In 1975, Davis citizens passed a referendum authorizing 600 units of public housing. One proposed project, which would encompass an estimated 150 units of coop housing would serve an additional share of identified need. The other project, the senior citizens center would supply many service needs for the 600+ senior citizens below median income as well as all senior citizens of whatever income level.

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VIII. Community Development Objectives served by the Project: (If possible cite the applicable objectives contained in your housing element).

The proposed project is directly applicable to four major objectives contained in the Davis General Plan Housing Element quoted below:

- Promotion of an economically and socially integrated community through the provision of a choice of housing for people of all income levels within each planning area
- Provision of an adequate supply of housing for senior citizen housing
- Maintenance of existing residential units in a safe and healthy condition as an aid to preserving an adequate housing supply
- Prevention of blighted areas throughout the City through the establishment of a program for rehabilitation or demolition of substandard structures

IX. State the specific objective of the project:

Provide the opportunity for approximately 150 households to purchase rehabilitated housing units under a cooperative form of ownership. The households are to include a substantial

proportion of low income households, who may require down payment assistance, balanced by other households of moderate and middle income. The total of low and moderate income households is to exceed 51% of total cooperating households.

Provide service to all senior citizens.

X. Describe the project benefits to low and moderate income families of the target area. (Low income families are 50% of the median income and moderate income families are 80% of the median income in the area.)

The relatively high proportion of low and moderate income households in each target area was summarized in Section III (b). Percentages of low and moderate income households (below 80% of SMSA median) range from 19.3% in Area B, to 32.8% in Area C and 29.3% in Area E. These households will benefit from an expanded choice of appropriately price ownership housing accommodations.

Provide service to low and moderate income senior citizens.

XI. Describe the extent to which the project is necessary to support the expansion or conservation of low and moderate income housing stock:

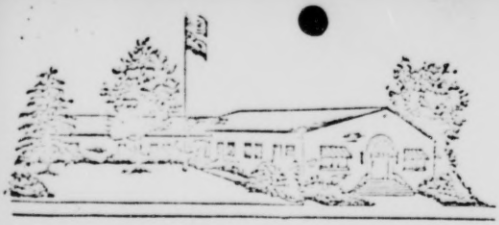
Micro Fiched

This project supports both the expansion and conservation of low and moderate income housing stock. Based on 1975 price levels reported in the Special Census, there were less than 1200 ownership units of low cost, and many of these were probably older units with little or no mortgage debt remaining. Low cost ownership is a primary need in Davis. The project futher supports Davis' ongoing efforts to conserve and improve existing housing.

Provision of services to low and moderate income senior citizens who reside in area will encourage their continued residence there and discourage sale of housing for demolition or conversion to commercial uses.

XII. Does the project eliminate a serious threat to public health or safety? (Must fully document).

No presently serious threat to public safety or health would be eliminated, but the project would help prevent occurence of such a threat in the future through deterioration and neglect of housing stock.



CITY OF DAVIS

226 F Street Davis, California 95616
(916) 756-3740

NOTICE OF PUBLIC HEARING FOR 1977 HOUSING AND COMMUNITY DEVELOPMENT GRANT APPLICATION

Notice is hereby given that on Wednesday, December 15, 1976, the Davis City Council has scheduled a public hearing on the Housing and Community Development Act of 1974.

Micro Fiched

The purpose of the public hearing is: (1) to provide citizens with adequate information concerning the amount of funds available for community development and housing activities; (2) the range of activities that may be undertaken; (3) provide information on the maximum discretionary grant for which an application may be submitted; (4) the criteria for selection of applications, and other matters relating to this grant program.

This is the first of two public hearings to be conducted in order to provide information and obtain views of citizens on community development needs and to provide citizens with adequate opportunity to articulate needs, express preferences about the proposed activities, assist in the selection of priorities, and otherwise to participate in the development of the preapplication.

Howard L. Reese

HOWARD L. REESE
City Clerk

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,

County of Yolo

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of the Davis Enterprise 302 G Street a newspaper of general circulation, printed and published Monday through Friday in the City of Davis County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of July 14, 1952, Case Number 12680; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

January 3

all in the year 1977.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Davis

California, this 10 day of January, 1977.

M. Pitchford

Signature

This space for the County Clerk's Filing Stamp

Proof of Publication of

.....

.....

Paste Clipping of Notice SECURELY In This Space

Micro Fiched

AND COMMUNITY DEVELOPMENT GRANT APPLICATION

Notice is hereby given that on Wednesday, January 19, 1977, the Davis City Council has scheduled a public hearing on the Housing and Community Development Act of 1974.

The purpose of the public hearing is: (1) to provide citizens with adequate information concerning the amount of funds available for community development and housing activities; (2) the range of activities that may be undertaken; (3) provide information on the maximum discretionary grant for which an application may be submitted; (4) the criteria for selection of applications, and other matters relating to this grant program.

This is the second public hearing to be conducted in order to provide information and obtain views of citizens on community development needs and to provide citizens with adequate opportunity to articulate needs, express preferences about the proposed activities, assist in the selection of priorities, and otherwise to participate in the development of the preapplication.

HOWARD L. REESE
City Clerk

DE 6157 January 3, 1977

16

1977 HOUSING AND COMMUNITY PREAPPLICATION FORM

CITY City of Winters

DATE February 3, 1977

I. Short Title of Applicant's Project: Acquire-Redevelop: S.E. Area

II. Description of the Project: To acquire target sites at a total estimated cost of Sixty thousand two hundred dollars ($60,200.00) so that the City may stimulate private development of a seven to nine unit, low cost senior housing complex and to permit development of an adjacent senior center and neighborhood center. The specific area contains two sites. The first contains approximately 68,000 square feet and is located east along Railroad Avenue between Main Street and Putah Creek. Site two contains approximately 65,000 square feet and is located west of Railroad Avenue and the other property along the south side of Wolfskill Street. Funds unused for this project would be well utalized to pre-develop the property. Funds undedicated to other projects would be dedicated to the Senior Center/Neighborhood Center concept. A total cost increment amount of $105,000, $180,000 or $285,00 total. Estimates from the Yolo County Assessor, the State Franchise Tax Board & Licensed builder/developer.

III. Area of Project Impact:
(Attach maps showing (1) Census Tract Area, (2) Individual Blocks)

(a) Describe the physical conditions of the area: The sites and immediate area is in a blighted, deteriorated or underdeveloped condition. A pictorial description is provided as Attachment #1. Site location is exhibited on Attachment #2.

(b) Estimate the number of persons who live in the area and who will benefit by the project activity: 2610 minimum -City population per State Controller Report, January 1, 1976

Micro Fiched

IV.

Project Cost	Source of Funds		Total
	77 HCD Grant	Other (Identify)	
Federal	60,200	147,000 HCD 76	
State	10,400	74 Park Grant Funds	
Local Cash			
a) Applicant	50,000	City Park & Recrention Fund	
b) Other	28,000	Organizational - Private	
Total	148,600	State & Local dedicated Funds	

V. Estimated number of months the Project will take to complete Six for acquisition

VI. Dates of Public Hearings: (Attach copy of newspaper notice of hearing)

First Hearing: December 21, 1976 Estimate of Public Present 21

Second Hearing: January 15, 1977 Estimate of Public Present 17

VII. Community Development needs served by the Project: This is a second step to alleviate blighted and deteriorated conditions existing within this target area. Approved Grant No. B-76-DS-06-0005 will permit street improvements along the property frontage. The next step is to seek private development of low income senior housing to fulfill a serious housing need and to begin development of a senior center and neighborhood center where training workshops, social services and social gatherings may be conducted. Such facilities are nearly non-existant.

VIII. Community Development Objectives served by the Project: (If possible, cite the applicable objectives contained in your housing element)
To alevlate the overcrowding conditions in Winters by providing a low cost alternative to qualifying senior citizens that may own and occupy larger units; and to replace non-salvagable housing stock; and to prevent occupancy of substandard units which are hazardous to health, safety and welfare; and to alleviate an incompatable land use situation where heavy industry is contiguous to residential dwellings; and to provide facilities for education, training and social gatherings; and to implement a program to carry out the General Plan Goals and Objectives. See Attachment #4

CITY City of Winters

DATE February 3, 1977

IX. State the specific objective of the project: To acquire property near shopping and medical facilities where seven to nine low income senior housing units will be constructed; To acquire underdeveloped property in close proximity where a senior center of approximately 3000 square feet and a neighborhood facility of approximately 6000 square feet will be developed. To alleviate an extremely blighted condition on the site and to follow through on objectives stated in Grant No. B-75-DS-06-0005.

X. Describe the project benefits to low and moderate income families of the target area. (Low income families are 50% of the medium income and moderate income families are 80% of the medium income in the area.)
The population of Winters within census tract 0113 was 2528 or 855 households as reflected by the 1975 special census. Median income is $8904 which is less than 80% of the SMSA median of 11,161. 364 households are below moderate income families. Twenty two percent of the population is ethnic minority and 25.4% of the population is over age fifty. The projects will benefit all households within the areas, especially our lower income senior citizens. 214 families qualify as low income families. Attachment #5

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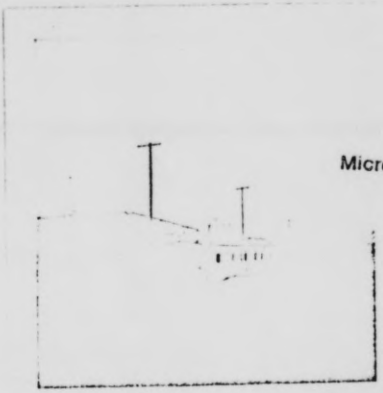
XI. Describe the extent to which the project is necessary to support the expansion or conservation of low and moderate income housing stock:
The Winters budget is barely sufficient to maintain mandated safety, health, and administrative capabilities. The total assessed valuation subject to local taxes amounts to $4,846,765; less than $1900 per person. The tax rate is $2.65 per hundred assessed valuation or the maximum permitted by State law. The City's median income is less than that described as moderate income in the area and grant assistance appears to be the only means available to upgrade deteriorating neighborhoods; initiate the intent of the general plan, continue the intent of prior approved grant applications, and to provide better conditions for the community.

XII. Does the project eliminate a serious threat to public health or safety? (Must fully document)

Refer to pictorial description of the target area enclosed as Attachment #2

CITY OF WINTERS
PRE-APP
TARGET SITES

SOUTH FROM MAIN ST



SOUTH FROM MAIN ST
(CARS ARE OCCUPIED)

Micro Fiched

WEST ALONG
WOLFSKILL ST.
OCCUPIED UNITS

ATTACHMENT 1

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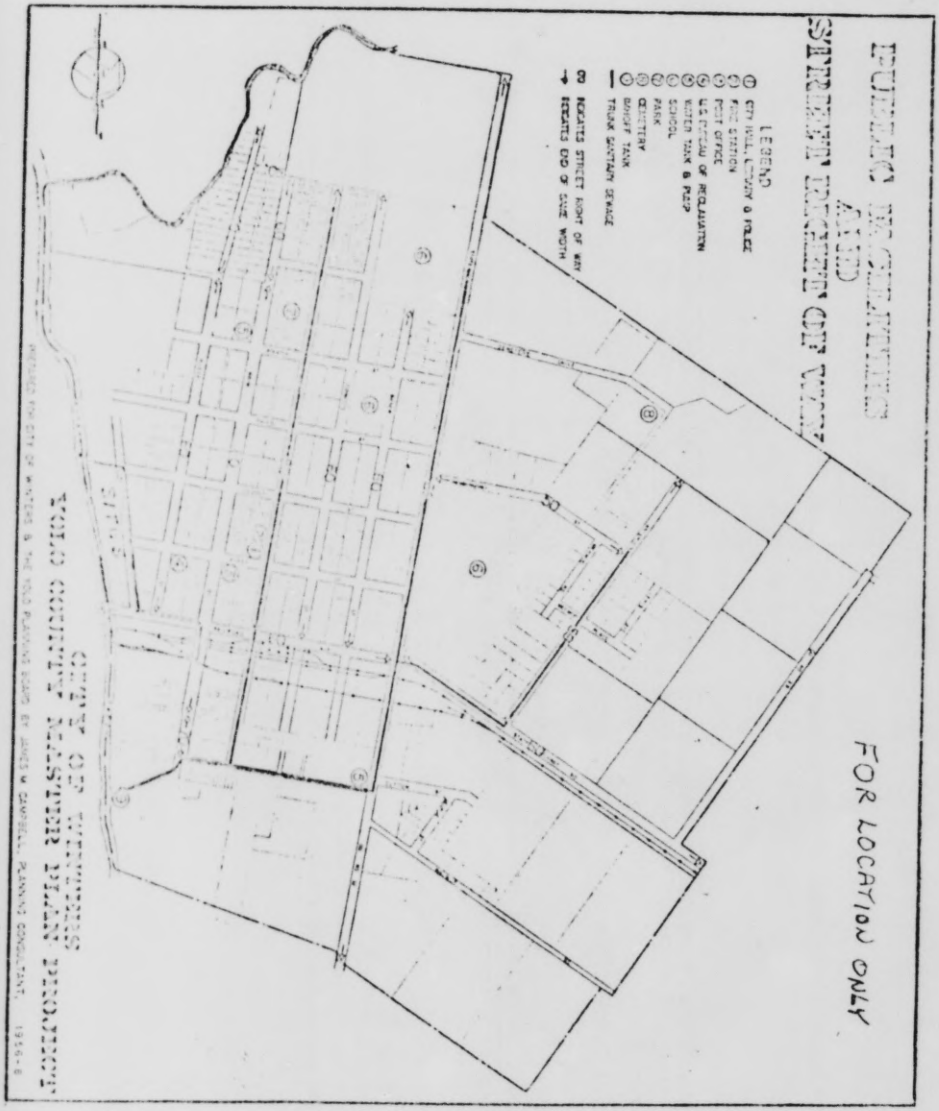
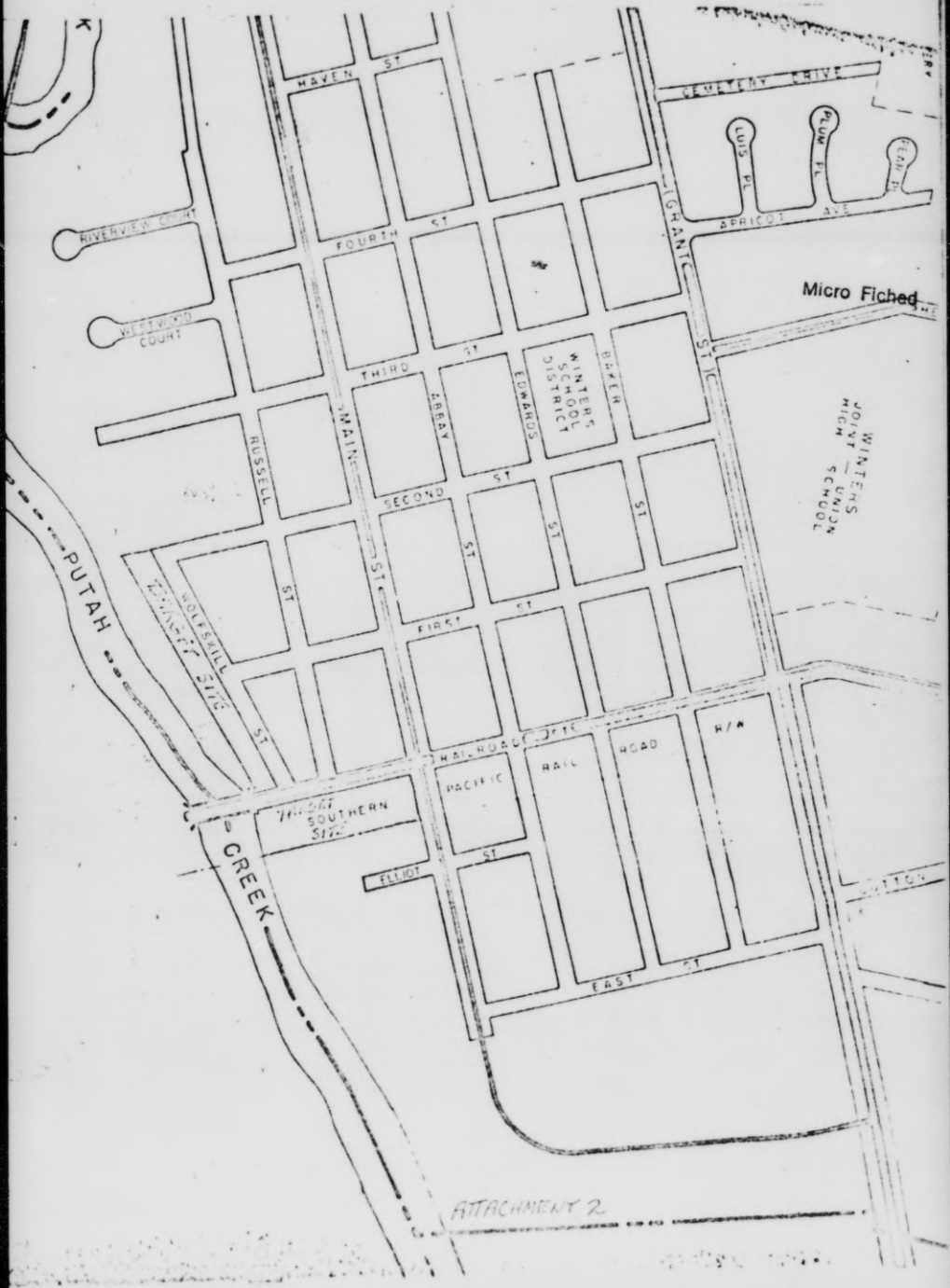


ATTACHMENT 2



ATTACHMENT 2

CALIFORNIA STATE LIBRARY

City of Winters
FOUNDED IN 1875
P. O. Box 358
Winters, California 95694

MAYOR: Jack Allen
VICE MAYOR: Craig Deason
COUNCIL: Ruth Comick
Gary Fredrian
Verda Sellers
CLERK: Rose Maria Faul

Micro Filmed

NOTICE

A second Public Hearing will be conducted on January 18, 1977, to review eligible projects for submission and the 1977 Community Development Block Grants program. It was determined at the initial Hearing, held December 21, 1976, that properties south of Main Street and East of Railroad Avenue would be considered for re-development. The discussion included combined Senior Citizens Center-Community Center, public parking, and other related activities within the area.

The Public Hearing will begin at 8:00 p.m. in the Winters City Council Chambers, 318 First Street, Winters. Citizen comment is requested.

ATTACHMENT 3.

PUBLIC HEARING

A Public Hearing will be conducted on December 21, 1976 to discuss eligible projects for submission under the 1977 Community Development Block Grants program. Nearly $540,000 will be available to Yolo County agencies.

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Elegible activities include: Rehabilitation, reconstruction or conservation activities in deteriorating or underdeveloped real properties; public facilities, neighborhood facilities, such as recreational, senior centers, historic properties, utilities, street, certain water and sewer facilities, parks, walkways, parking facilities; land acquisition, demolition, construction and relocation payment; development of comprehensive community development plans, goals, codes and ordinances.

The Public Hearing will begin at 8:00 p.m. in the Winters City Council Chambers, 318 First Street, Winters.

Citizen input is requested.

ATTACHMENT 3

WINTERS HOUSING ELEMENT

GOALS AND OBJECTIVES

Goals

The housing goals of the City of Winters are: a) To insure that each household in the City is housed in a unit of adequate construction and size regardless of the race, ethnic background, age or economic status of the household, b) To insure quality living by providing City residents with a suitable living environment, an environment which will protect and enhance the household and its dwelling unit and, c) To provide housing in a variety of types, styles and prices in a variety of locations.

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Objectives

Housing.

1. To prevent the occupancy of vacant substandard units which are a hazard to health, safety and welfare of occupants.
2. To provide relocation housing for those households displaced by government action.
3. To maintain and improve information necessary to the implementation of the housing element.
4. To make the human element a paramount consideration in the provision of housing.
5. To avoid concentrations of subsidized housing units.
6. To provide for the special housing needs of the elderly.
7. To protect existing and future housing from incompatible land uses.
8. To give first priority to meeting the housing needs of lower income households.
9. To cooperate with private and governmental agencies in the solution to housing problems.
10. To prevent deterioration of standard housing units.

Environmental Needs and Social Services

1. To improve the transportation facilities for all citizens, with particular emphasis upon the special transportation problems of those with low and moderate-incomes.
2. To improve the education, training, and employment opportuniti of low and moderate-income households.
3. To increase citizen participation in solutions to housing related problems.

ATTACHMENT 4

4. To protect land resources from needless conversion into urban related uses.

5. To provide for the recreational and aesthetic needs of C residents.

6. To improve the downtown commercial environment by improvi deteriorated structures, providing mini or vest pocket pa and rest areas, and the development of a tree and grass plan.

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ATTACHMENT 4

Volume 4, No. 11

DATA SUMMARIES

1975 SPECIAL CENSUS

Suite 400, 1225 8th Street
Sacramento, California 95814
PH. 447-8171

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

HOUSEHOLD INCOME OF HOUSEHOLDS AND PERSONS IN YOLO COUNTY

		0-1999	2000-3999	4000-5999	6000-7999	8000-9999	10000-14999	15000-19999	20000-29999	30000 +	Unknown	Total *	Median
CITY OF DAVIS	Households	591	805	900	925	872	1856	1365	1418	666	1508	11,122	11,420
	Persons	1249	1738	2264	2245	2266	5032	4329	4054	2271	5617	31,855	
CITY OF WINTERS	Households	51	91	92	83	70	139	91	57	21	128	855	8,901
	Persons	107	187	220	205	170	405	328	211	69	339	2,508	
CITY OF WOODLAND	Households	210	691	605	601	734	1540	1002	605	354	2256	8,755	11,304
	Persons	366	1504	1424	1648	2408	4809	3063	2315	1131	6550	25,455	
UNINCORPORATED AREA	Households	686	1913	1325	1263	1245	2163	1181	805	510	2916	14,174	8,681
	Persons	1218	3567	3227	3379	3587	6551	4141	2859	1665	10720	40,955	
COUNTY TOTAL	Households	1549	3560	3011	2881	2934	5699	3822	3085	1541	6808	34,870	10,058
	Persons	2940	6996	7115	7577	8211	16927	12408	10250	5113	23226	100,783	

* Totals are official 1975 Special Census results verified by State Department of Finance, 10/6/75

ATTACHMENT 5

26

Micro Fiched

Volume 4, No. 4

DATA SUMMARIES

1975 SPECIAL CENSUS

Suite 400, 1225 8th Street
Sacramento, California 95814
PH 447-9171

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

ATTACHMENT 5

27

ETHNICITY OF HOUSEHOLDS AND PERSONS IN YOLO COUNTY

		WHITE	MEXICAN-AMERICAN	JAPANESE	CHINESE	BLACK	NATIVE AMERICAN	FILIPINO	EAST INDIAN OR PAKISTANI	OTHER	UNKNOWN	TOTAL *
CITY OF DAVIS	HOUSEHOLDS	9853	179	199	210	178	31	33	57	141	239	11122
	PERSONS	26930	514	577	609	435	88	110	176	362	1994	31855
CITY OF WINTERS	HOUSEHOLDS	705	116	3	1	0	5	2	2	13	8	855
	PERSONS	1959	471	11	2	0	14	3	11	40	16	2528
CITY OF WOODLAND	HOUSEHOLDS	7266	1069	41	22	71	39	15	15	25	192	8755
	PERSONS	19809	3867	125	66	225	98	58	79	77	1051	25455
UNINCORPORATED AREA	HOUSEHOLDS	31465	1583	135	54	204	36	93	24	183	361	34138
	PERSONS	88879	5704	383	161	516	89	245	81	490	4317	40945
COUNTY TOTAL	HOUSEHOLDS	49289	2947	378	287	453	111	143	98	362	800	54870
	PERSONS	137633	10636	1096	838	1176	289	416	367	969	7378	100783

*Totals are official 1975 Special Census results verified by the State Department of Finance 11/26/75.

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CITY OF WINTERS
1975 SPECIAL CENSUS

POPULATION BY AGE AND SEX

	MALES		FEMALES		TOTAL	
	Number	Percent of Total	Number	Percent of Total	Number	Percent of Total
4 or under	85	6.7	74	5.9	159	6.3
5-14	241	18.9	266	21.2	507	20.0
15-19	147	11.6	136	10.8	283	11.2
20-29	200	15.8	179	14.2	379	15.0
30-39	152	12.0	160	12.7	312	12.4
40-49	131	10.3	114	9.1	245	9.7
50-64	183	14.4	189	15.0	372	14.7
65 and over	132	10.3	140	11.1	272	10.7
Total By Sex	1271	100.0	1258	100.0	2529	100.0
Percent of Total Population	50.3		49.7		100.0	

WKS:1/76

ATTACHMENT 5

1977 HOUSING AND COMMUNITY PREAPPLICATION FORM

CITY Woodland

DATE February 3, 1977

I. Short Title of Applicant's Project:

1977 Woodland Block Grant

II. Description of the Project:

The project area is a forty-block area bounded by East and Third Streets from Clover Street to Marshall and Gum Avenues and bounded by East and Fifth Streets from Beamer Street to Clover Street. The project area includes within it the 1976-77 activity service area. The 1977-78 project area will provide loans or grants for at least 45 residential rehabilitation projects.

Micro Fiched

III. Area of Project Impact:
(Attach maps showing (1) Census Tract Area, (2) Individual Blocks)

(a) Describe the physical conditions of the area:
Deterioration is apparent due to unsound housing, debris-strewn yards and vacant lots, and public improvements in need of repair.

(b) Estimate the number of persons who live in the area and who will benefit by the project activity: 2,000

IV.

Project Cost	Source of Funds		Total
	77 HCD Grant	Other (Identify)	
Federal	$136,300.		$136,300.
State			
Local Cash			
a) Applicant			
b) Other			
Total	$136,300.		$136,300.

V. Estimated number of months the Project will take to complete 12

VI. Dates of Public Hearings: (Attach copy of newspaper notice of hearing)

First Hearing: Dec. 20, 1976 Estimate of Public Present 10

Second Hearing: Jan. 3, 1977 Estimate of Public Present 20

VII. Community Development needs served by the Project:

The preservation and conservation of the housing supply available to lower income households in order to arrest neighborhood decline in the project area.

VIII. Community Development Objectives served by the Project: (If possible, cite the applicable objectives contained in your housing element)

(The following objectives are from the proposed Woodland Housing Element)

Stimulate the creation of a mixture of housing types, styles and prices throughout the City which is consistent with a planned and deliberate community growth pattern.

Eliminate substandard housing and prevent future blight.

Provide for a mixture of housing throughout the community to meet the needs of all income, age and ethnic groups including the special housing needs of the elderly, handicapped and needy.

IX. State the specific objective of the project:

The application involves $136,300 residential rehabilitation. The funds will be used for assistance to lower income property owners for necessary repairs to their residential properties in the project area. This will be accomplished through long-term, low interest loans from a revolving fund or through direct grants.

X. Describe the project benefits to low and moderate income families of the target area. (Low income families are 50% of the medium income and moderate income families are 80% of the medium income in the area.)

According to the 1975 special census the area in which the project area lies had the highest incidence of poverty in the City. Of the 661 families living within the five census tracts encompassing the project at least 242 households (37%) had incomes below 50% of the City medium income and at least 402 households (61%) had incomes below 80% of the City medium income of $11,300. It is estimated that this project will provide residential rehabilitation aid to 45 households in addition to 20 households that will be aided by the 1976-77 HUD grant funds.

Micro Fiched

XI. Describe the extent to which the project is necessary to support the expansion or conservation of low and moderate income housing stock:

The 1975 special census indicates that 17.4% (115) of the housing units within the five census tracts encompassing the project area are in a deteriorating condition and 4.1% (27) are dilapidated. Given the high incidence of poverty in the area, the probability of unassisted residential rehabilitation is very low. The Yolo County Housing Authority estimates that 254 single and 54 duplex units may be eligible for aid within the forty-block area.

XII. Does the project eliminate a serious threat to public health or safety? (Must fully document)

The residential rehabilitation grant will elimiate health and safety hazards by the construction that will be completed with this aid. The City Building Department will be doing code inspection in the target area and will certify the completion of construction.

HCD GRANT
PROJECT AREA
1976-77 ACTIVITY
SERVICE AREA
THREE-YEAR
PROJECT AREA
SCALE : 1"=500'
Micro Fiched
BEAVER ST
BEE JAY WAY
WILSO
CLOVER
FOURTH ST
VICTORY
WAY
GRAFTON
FIFTH ST
ELLIOT ST
NORTH
ST
YOLANDA
DR
EAST
ST
COURT
HOUSE
CO.
JAIL
COURT ST
CARNEGIE
WAY
CITY
HALL
CAT
ALLEY
MAIN
ST
FREEMAN
PARK
SIXTH ST
ARMFIELD
ALLEY
ARMFIELD
AVE
EAST MAIN ST
DEPOT ST
ALICE ST
JOHNSTON
OAK AVE
BUSH ST
SECOND ST
LINCOLN AVE
THIRD
AVE
FOURTH
FIFTH ST
SIXTH
YARD
SPRR
FIRST ST
OAK
LAUREL
ST
CROSS ST
COLLEGE
CRAIG AVE
PENDEGAST
AVE
FIRST
SECOND
MARSHALL
PACIFIC ST
SIXTH ST
FIFTH ST
OAK AVE
31

PROOF OF PUBLICATION

(2015.5 C.C.P.)

This space for the County Clerk's Filing Stamp

STATE OF CALIFORNIA,

County of Yolo

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of "THE DAILY DEMOCRAT", a newspaper of general circulation, printed and published daily except Sunday in the City of Woodland, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of June 30, 1952, and in accordance with the provisions of Title 1, Division 7, of the Government Code of the State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

December 10

all in the year 1976.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland

California, this 10th day of December, 19 76

Signature

Proof of Publication of
Notice of Hearing

City of Woodland

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Woodland at its regular meeting to be held on Monday evening, December 20, 1976, at the hour of 8:00 o'clock p.m. in the City Council Chambers, City Hall, will hold a public hearing to allow interested parties to express their views regarding the intention of the City of Woodland to file a Housing and Community Development grant application for 1977.

All interested parties are invited to attend this hearing and express their opinions.

Jean Winrop
City Clerk of the
City of Woodland

Dated: December 9, 1976

1354—December 10, 1976

Micro Fiched

PROOF OF PUBLICATION

PROOF OF PUBLIC[illegible]N

(2015.5 C.C.P.)

STATE OF CALIFORNIA,

County of Yolo

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a newspaper of general circulation, printed and published daily except Sunday in the City of Woodland, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of June 30, 1952, and in accordance with the provisions of Title 1, Division 7, of the Government Code of the State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

December 24

all in the year 1976.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland

California, this 24th day of December, 1976.

Diane Brunon

Signature

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DEC 28 1976

Proof of Publication of

Notice of Hearing

City of Woodland

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Woodland at its regular meeting to be held on Monday evening, January 3, 1976 at the hour of 8:00 o'clock p.m. in the City Council Chambers, City Hall, will hold a public hearing to allow interested citizens to express their views regarding the intention of the City of Woodland to file a Housing and Community Development Act grant application for 1977. The total amount available for funding of projects in the Sacramento-Yolo-Placer area is $540,000.

All interested persons are invited to attend this hearing and express their opinions.

Jean Winnop
City Clerk of the
City of Woodland

Dated: December 22, 1976

1416—December 24, 1976

Micro Fiched

PROOF OF PUBLICATION

PROGRAM NARRATIVE STATEMENT

Jurisdiction: Yolo County

Target Area: Community of Bryte

I. Short Title of Applicant's Project:
Public Works and Rehabilitation Grant Program for Bryte.

II. Description of the Projects:

(A) Rehabilitation Grant Program: $ 93,500
A program to be administered through the Yolo County Housing Authority that will provide rehabilitation grants of up to $1,500 per low income homeowner residing in the target area of Bryte.

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(B) Public Works: $100,000
A continuation of the current storm drain system for the target area of Bryte that is being supervised by the County's Public Works Department.

III. Area of Project Impact:

(A) Map:

(1) Target Area Map (Refer to Table A and B)

(B) Describe the Physical Conditions of the Area:
The area is best described as a stable low income and minority populated area in which the substandard housing stock is declining and deteriorating. Without assistance from this grant, the process would continue. The neighborhood lacks storm drains, curbs, gutters, and sidewalks. The streets are elevated so rain can drain into open trenches along the roadway. The condition of the streets is poor.

(C) Estimate the Number of Persons Who Live in the Area and Who Will Benefit by the Project Activity:

(1) Rehabilitation Grant Program:
Approximately 57 low income households will benefit by the program. Each eligible household will be entitled up to a $1,500 grant, but based upon experience the grants will average around $1,475. The $93,500 requested provides $9,350 for grant administration costs and $84,150 for actual grant awards.

(2) Public Works Program:
The storm drains will continue the drains system

being installed from HUD's 1975 grant and 1976 grant. The number of people who live in the drain system area is estimated to be about 410 persons.

Characteristics of the Public Works Storm Drain Area in Bryte (Source: Special 1975 Census, 100% Sample Under the Direction of the State Dept. of Finance)

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Characteristics	Block 1	Block 2	Block 3	Block 4	Total
Assessor Parcels	48	46	34	32	160
Housing Units	64	51	40	34	189
Vacant Units	4	1	2	3	10
Households	60	50	38	31	179
Population per Household	2.58	2.20	2.05	2.16	2.29
Population	155	110	78	67	410

IV. Project Cost:

(A) Federal:

(1) Rehabilitation Grants Program $ 93,500

(2) Public Works Program 100,000

Subtotal $193,500

(B) State Funds: -0-

(C) Local Funds: -0-

(D) Grand Total: $193,500

V. Estimated Number of Months to Complete the Projects: 12 months

VI. Dates of Public Hearings:

(A) First Hearing: Tuesday, December 28, 1976.

(B) Second Hearing: Tuesday, January 19, 1977.

VII. Community Development Needs to be Met by the Requested Programs:

(A) Rehabilitation Grant Program:

Within the selected neighborhood area of Bryte, a need exists to rehabilitate declining and deteriorating substandard housing. A need also exists to bring these units up to code while at the same time preserving the housing stock for low income persons who cannot afford to pay the cost of code improvements.

(B) Public Works Program:
Within the Bryte area a critical need exists for public work facilities such as storm drains, curbs, and gutters. The streets are in poor state of repair and the amenities such as curbs, gutters, and sidewalks are non-existent. The area is characterized by heavy flooding conditions during the rainy season because of the lack of adequate storm drains. This flooding causes damage to the housing stock in the area.

VIII. Community Development Objectives Served by the Project:
The first objective is the rehabilitation of declining and deteriorating substandard houses owned and occupied by low income families in order to conserve low income housing stock, yet at the same time try to bring these homes into compliance with code through voluntary code enforcement.

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The second objective is the development of an adequate storm drainage system to protect the homes in the area from flooding in heavy rains.

The objectives of the programs requested directly address the need for public works facilities and rehabilitation in the neighborhood of Bryte. Achieving these objectives will lead to the amelioration of the conditions as described under community development needs.

The above objectives are listed in the County's Housing Element of its General Plan. The County's General Plan conforms to our Regional General Plan which in turn complies with the State's planning criteria.

IX. State the Specific Objective of the Program:

(A) Rehabilitation Grant Program:
The specific objective of the program is to provide 57 low income homeowners in the target area of Bryte with $1,500 to rehabilitate their substandard home$through voluntary code enforcement.

(B) Public Work Program:
The specific objective of the program is the continuation of the installation of storm drains in the neighborhood of Bryte. The streets in which the storm drains are to be installed are Yolo Street, Hobson Avenue, Solano Street, and Carrie Street.

The requested programs are designated as part of a coordinated effort and are a continued part of previous years HUD's Housing and Community Development grant in the neighborhood of Bryte.

X. Describe the Project Benefits to Low and Moderate Income Families of the Target Area:

The benefit to be obtained is an improved neighborhood environment and public facilities for persons in the selected neighborhood of Bryte. The characteristics of the general area in which the neighborhood is located is described on Table C of this section. This information was obtained from the 1970 Federal Census, Census tract number 101.02. From these statistics it is shown 7.5% of the County's population lives in this census tract. However, the persons living within this tract also represent:

(1) 8% of the families within the County with incomes 80% below the median income;

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(2) 8.5% of the persons within the County below the poverty level;

(3) 10.3% of the families within the County below the poverty level;

(4) 9.6% of the unemployed within the County in the labor force for an unemployment rate of 10.8%;

(5) 12.2% of the persons within the County using the Spanish language; and

(6) 17.1% of the persons within the County who are Black.

The Public Works Storm Drain project will benefit all of the people living in the Bryte neighborhood. The Rehabilitation Grant Program will benefit only the eligible low income homeowners in the Bryte neighborhood. Therefore, the Rehabilitation Grant will benefit a 100% low income families.

XI. Describe the Extent to Which the Project is Necessary to Support the Expansion or Conservation of Low and Moderate Income Housing Stock:

Unless the rehabilitation grant program is undertaken, low and moderate income housing stock cannot be conserved. Within the target area there are 325 houses, most of which are substandard and in a deteriorated condition. Based upon our experience gained from our 1975 H.U.D. rehabilitation grant program, one-third of the houses will be owned by eligible low income families. Therefore, approximately 108 families will be eligible. Funding is requested to assist 57 of these families. Next year we will request funds for the remaining 51 families.

The public works storm drain program directly benefits and conserves the low and moderate income housing stock in the area by eliminating the possibility of flood damage to the houses in the neighborhood.

XII. Does the Project Eliminate a Serious Threat to Public Health or Safety:

The rehabilitation grant program has been established to grant funds first for those items that concern the safety and public health of the low income people living in substandard housing.

The public works program covers the open trenches along the streets, thereby, removing a traffic hazard in the neighborhood.

XIII. Sources of Data:

The source of information for the explanation of the Community Development needs and objectives came from the Housing Element of the Yolo County General Plan, adopted by the Yolo County Board of Supervisors, January 9, 1974.

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The cost estimates were obtained from the County's Public Works Department.

The neighborhood characteristics came from a 1975 Special Census of the County conducted under the auspices of the State Department of Finance.

The population characteristics of the general area were obtained from the 1970 Federal Census. Census tract 101.02 is the tract in which the selected neighborhood is located.

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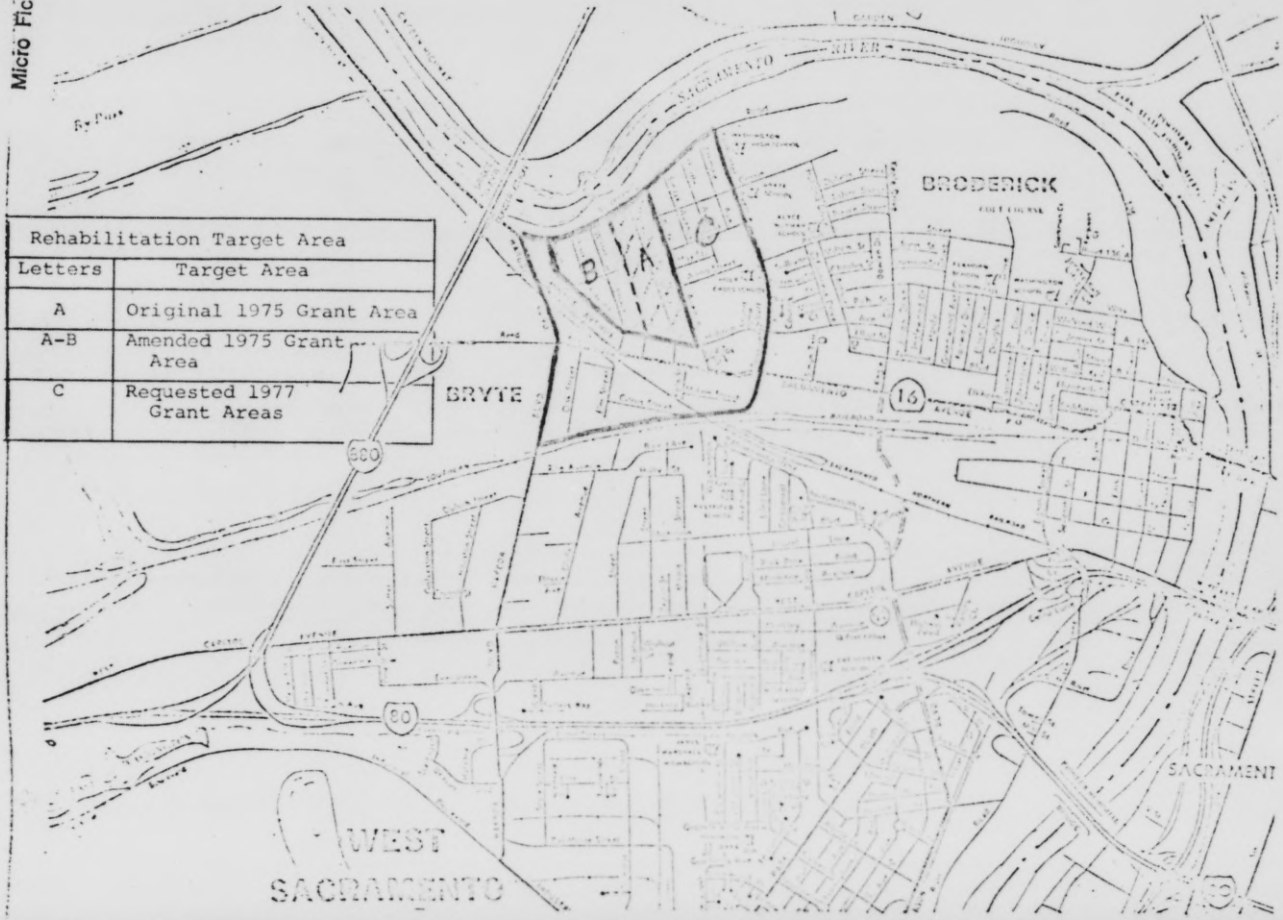

TABLE A
Rehabilitation Grant Target Area

Public Works Storm Drains	
Line	Target Area
. . .	1975 Grant Project
X X X	1976 Grant Project
-.-.-	1977 Request Project

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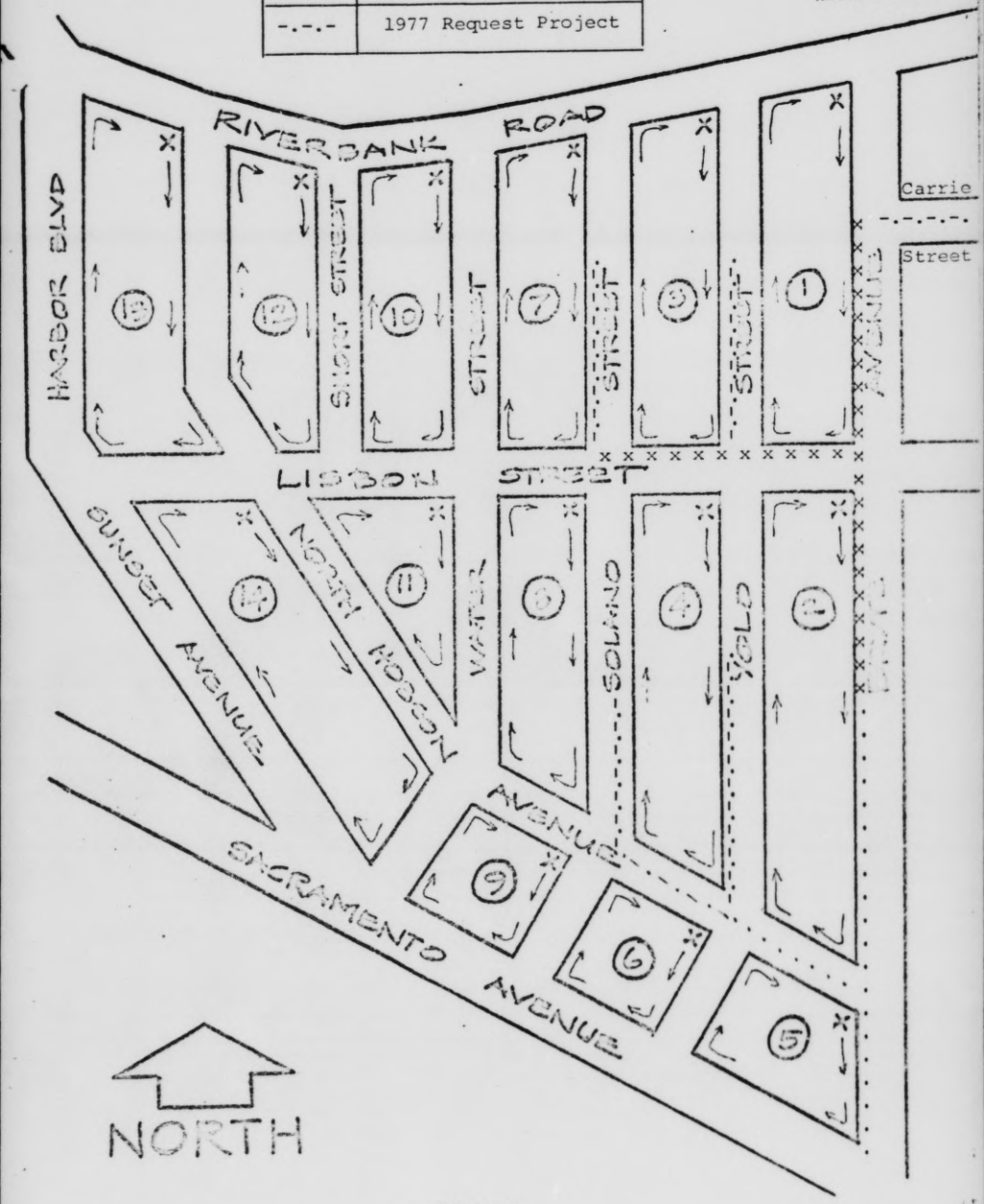

TABLE B

Public Works Storm Drain Target Area

Characteristics of the Target Area
of Bryte Using the 1970 Federal Census

Characteristics	County Total	Bryte	
		Tract No. 101.02	Percent To Total
Persons	91,788	6,893	7.5%
Families	21,889	1,583	7.2%
Family Income:			
Median Income	$ 9,482		
80% of Median		$ 7,586	
Less than $1,000	549	70	
$1,000 to $1,999	721	53	
$2,000 to $2,999	951	56	
$3,000 to $3,999	1,136	108	
$4,000 to $4,999	1,035	69	
$5,000 to $5,999	1,125	115	
$6,000 to $6,999	1,480	108	
$7,000 to $7,586(Est)	933	55	
Total Families	7,936	634	8.0%
Poverty Level			
Persons Below	13,863	1,183	8.5%
Percent of Population	15.8%	17.3%	
Families Below	2,316	239	10.3%
Labor Force	36,334	2,258	6.2%
Unemployed	2,548	244	9.6%
Percent	7.0%	10.8%	
Overcrowding			
Persons per Room:			
1.0 or less	25,995	1,572	6.0%
1.01 to 1.5	1,726	188	10.9%
1.51 or more	595	93	15.6%
Total Housing Units	29,609	1,927	6.5%
Occupied Units	28,316	1,853	6.5%
Median Value	$18,300	$15,500	
Without Plumbing	556	22	4.0%
Percent	1.9%	1.2%	
O Owner Occupied	15,939	1,212	7.6%
Renter Occupied	12,377	641	5.0%
Sex			
Male	45,817	3,380	7.4%
Female	45,971	3,513	7.6%
Minority			
Black	1,145	196	17.1%
Persons of Spanish Speaking	13,611	1,654	12.2%

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TABLE C

PROOF OF PUBLICA[illegible]

(2015.5 C.C.P.)

XEROX CERTIFIED COPY

STATE OF CALIFORNIA,

County of Yolo

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of "THE DAILY DEMOCRAT",

a newspaper of general circulation, printed and published daily except Sunday in the City of Woodland, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of June 30, 1952, and in accordance with the provisions of Title 1, Division 7, of the Government Code of the State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

December 22

76

all in the year 19.....

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Woodland

Dated at .....

22nd December 76

California, this ..... day of....., 19.....

Signature

This space is [illegible] the County Clerk's Filing Stamp

FILED

FEB - 3 1977

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

Micro Filmed

Proof of Publication of

Notice of Public Hearing
Housing and Community Development

Yolo County

BOARD OF SUPERVISORS
Yolo County, California
NOTICE OF PUBLIC HEARING
HOUSING AND COMMUNITY DEVELOPMENT GRANT

On Tuesday, December 21, 1976 at 11:30 a.m. in the Board of Supervisor's Chambers, Courthouse, Woodland, California, the Yolo County Board of Supervisors will hold the first of two required public hearings to (1) amend the 1975 Housing and Community Development Grant and (2) obtain the views of the citizens on community development needs for the submittal of the 1977 Housing and Community Development Grant preapplication. The public will be provided an adequate opportunity to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and otherwise to participate in the development of the preapplication.

The maximum amount of 1977 Housing and Community Development Discretionary funds available to all eligible and competing jurisdictions is $510,000. The number of preapplications submitted, therefore, may substantially exceed the number of applications that may ultimately be approved from the available funds.

A listing of the activities that may be undertaken, the regulations, and the rating criteria the Department of Housing and Urban Development will use to put the activities in funding priority, is to examined in the Clerk to the Board of Supervisors Office, Room 104, Courthouse, Woodland, California. Those projects that have the highest rating will be funded over those having a lower rating.

Each City Council will also be holding two public hearings on the 1977 Housing and Community Development preapplication. The public is invited to attend those sessions.

LAURENCE P. HENIGAN
COUNTY CLERK
Ex Officio Clerk
of the Board
of Supervisors
By Pete E. Lucas
Deputy
1402—December 22, 1976

PROOF OF PUBLICATION

EXHIBIT I

PROOF OF PUBLIC[illegible]ON

(2015.5 C.C.P.)

STATE OF CALIFORNIA,

County of Yolo

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of "THE DAILY DEMOCRAT",

a newspaper of general circulation, printed and published daily except Sunday in the City of Woodland, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of June 30, 1952, and in accordance with the provisions of Title 1, Division 7, of the Government Code of the State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

January 12

all in the year 19 77

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland

California, this 12th day of January, 19 77

Signature

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FILED

JAN 12 1977

LAUR[illegible]

By Debra E. Conley Deputy

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Proof of Publication of

Notice of Public Hearing

Yolo County Housing and Community Development Grant

BOARD OF SUPERVISORS
Yolo County, California
NOTICE OF PUBLIC HEARING
HOUSING AND COMMUNITY DEVELOPMENT GRANT

On Tuesday, January 18, 1977, at 2:30 P.M., in the Board of Supervisors' Chambers, Room 01, Yolo County Courthouse, Woodland, California, the Yolo County Board of Supervisors will hold the second of two required public hearings to (1) amend the 1976 Housing and Community Development Grant and (2) obtain the views of citizens relative to community development needs for the submittal of the 1977 Housing and Community Development Grant preapplication. The public will be provided an adequate opportunity to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and otherwise to participate in the development of the preapplication.

The maximum amount of 1977 Housing and Community Development discretionary funds available to all eligible jurisdictions (urban counties & cities) is $60.0. The number of preapplications submitted, therefore, may subsequently exceed the number of applications that may ultimately be approved from the available funds.

A listing of the activities that may be undertaken, the regulations, and the rating criteria the Department of Housing and Urban Development will use to rank the applicants in funding priority can be examined in the Clerk to the Board of Supervisors Office, Room 104, Courthouse, Woodland, California. Those projects that have the highest rating will be funded over those having a lower rating.

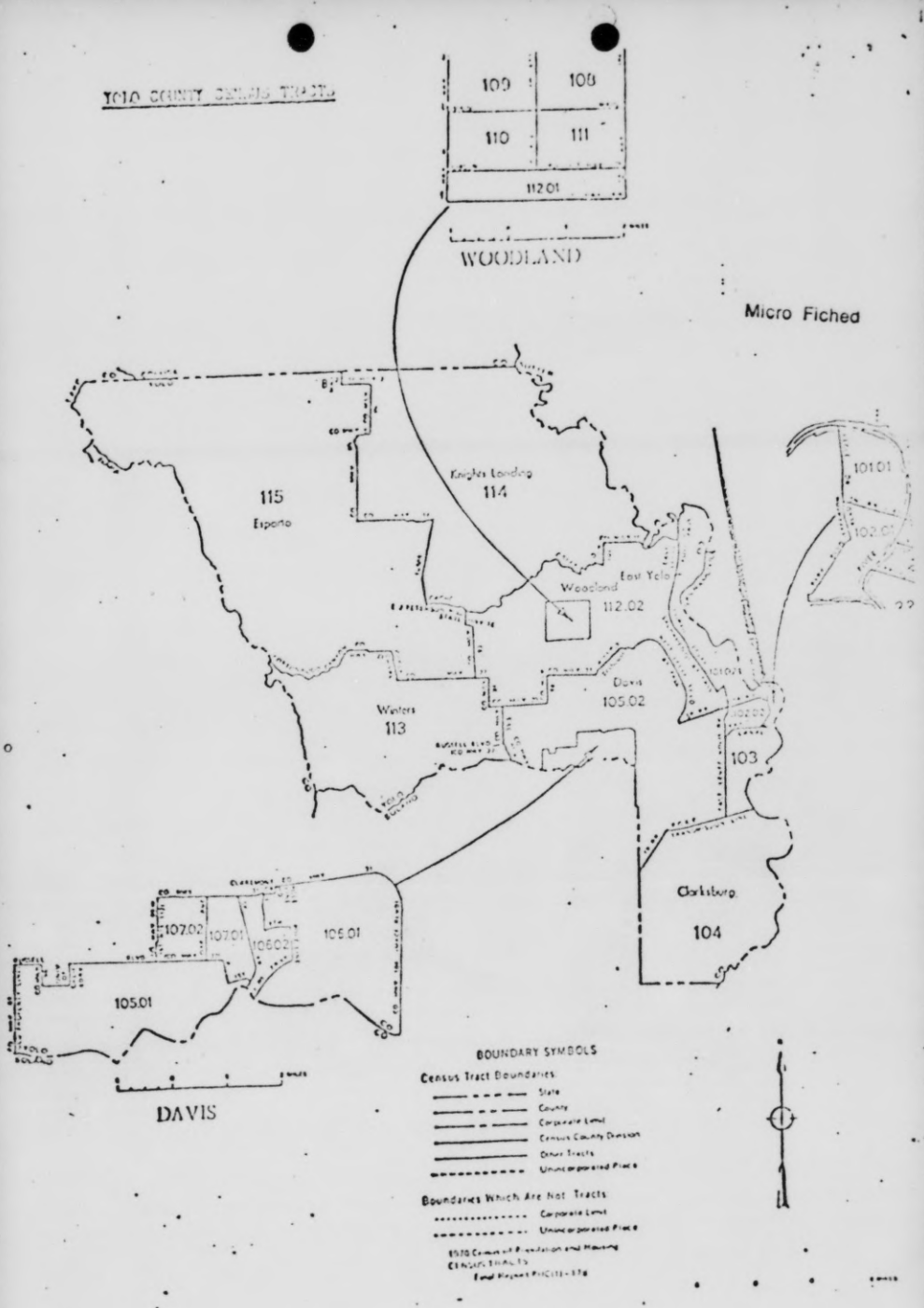
Each City Council will also be holding two public hearings on the 1977 Housing and Community Development preapplication. The public is invited to attend those sessions.

LAURENCE P. HENIGAN
COUNTY CLERK
Ex Officio Clerk
of the Board
of Supervisors
By (s) Barbara A. Rodgers
Deputy

65—January 12, 1977

PROOF OF PUBLICATION

EXHIBIT 2


YOLO COUNTY CENSUS TRACTS
109
108
110
111
112.01
WOODLAND
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115
Esparto
Knights Landing
114
Woodland
112.02
East Yolo
101.01
102.01
Davis
105.02
Winters
113
103
Clarksburg
104
107.02
107.01
106.02
106.01
105.01
DAVIS
BOUNDARY SYMBOLS
Census Tract Boundaries
State
County
Corporate Limit
Census County Division
Other Tracts
Unincorporated Place
Boundaries Which Are Not Tracts
Corporate Limit
Unincorporated Place

Yolo County

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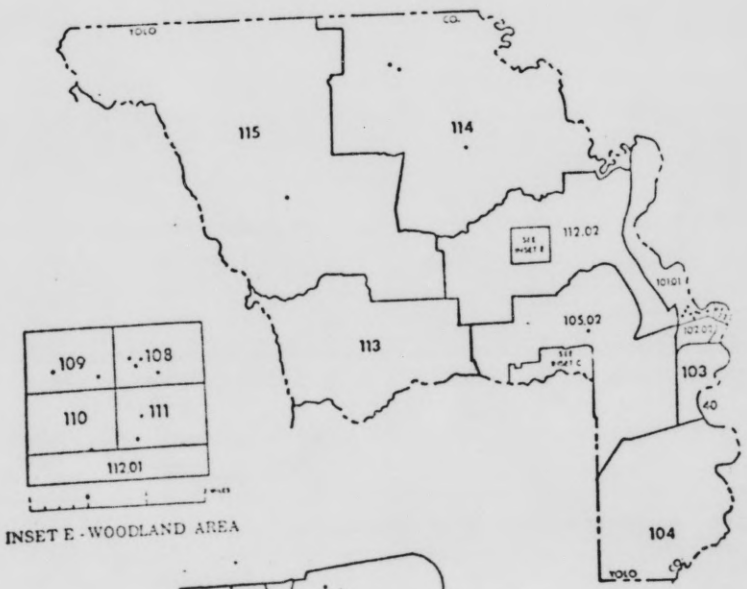
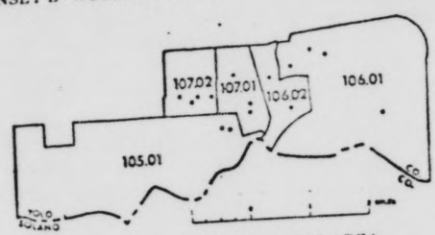
BLACK POPULATION DISTRIBUTION 1970

ONE DOT EQUALS 25 PERSONS



INSET E - WOODLAND AREA



INSET C - DAVIS AREA

BASE MAP
PREPARED BY
U.S. DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

Yolo County

PERCENTAGE OF POPULATION WHO ARE BLACK - 1970

- LESS THAN 1.0%
- 1.0% TO 9.9%
- 10.0% TO 24.9%
- 25.0% TO 49.9%
- 50.0% OR MORE

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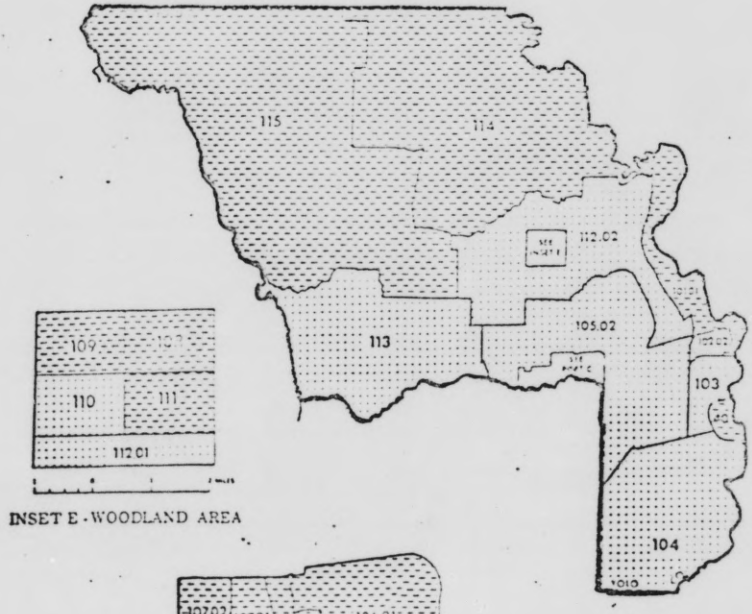
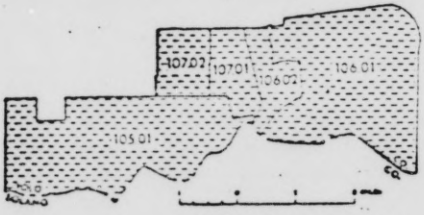


INSET E - WOODLAND AREA



INSET C - DAVIS AREA

U.S. DEPARTMENT OF COMMERCE
Bureau of the Census

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

Yolo County

SPANISH SPEAKING OR SPANISH SURNAME POPULATION DISTRIBUTION - 1970

ONE DOT EQUALS
25 PERSONS

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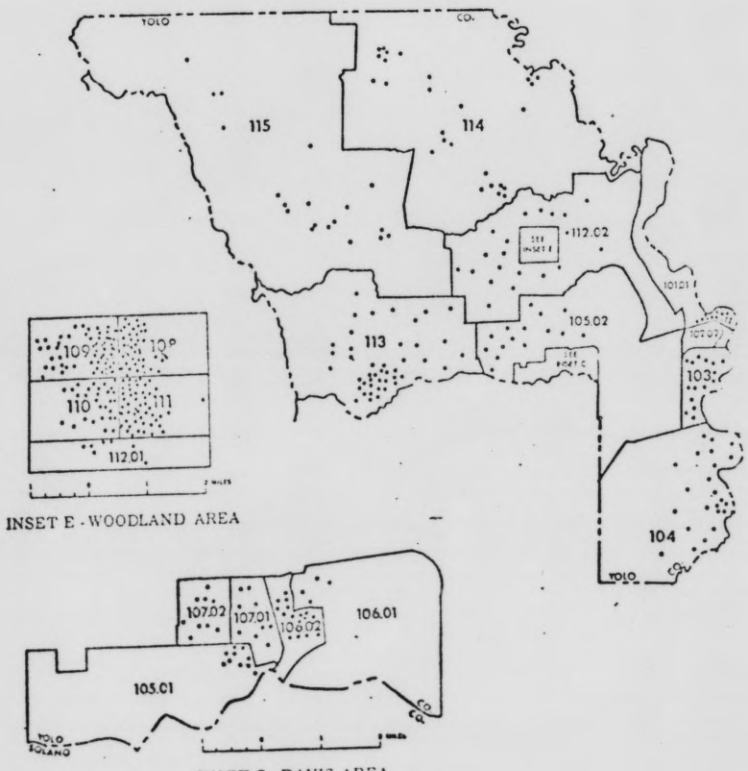


INSET E - WOODLAND AREA

INSET C - DAVIS AREA

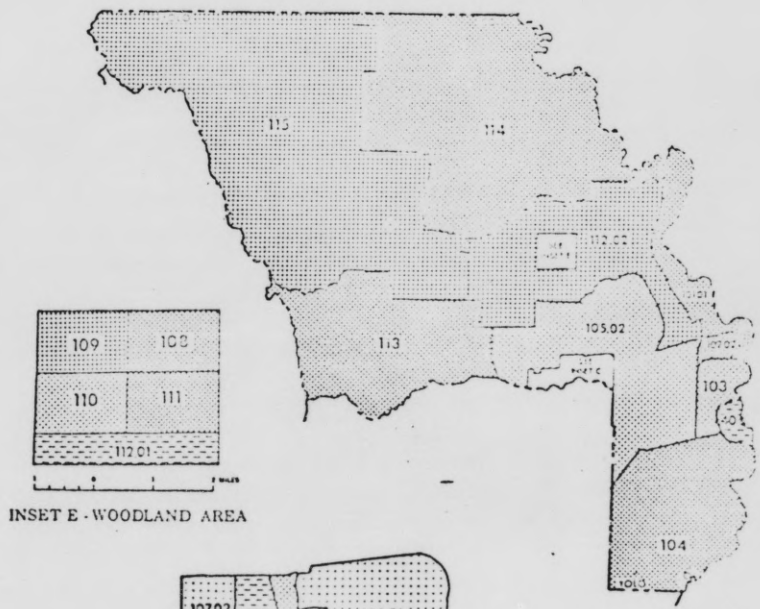
BASE MAP
PREPARED BY
U.S. DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

Yolo County

PERCENTAGE OF POPULATION SPANISH SPEAKING OR WITH SPANISH SURNAME - 1970

Micro Fiched

- LESS THAN 4.0 %
- 4.0 % TO 7.9 %
- 8.0 % TO 14.9 %
- 15.0 % TO 24.9 %
- 25.0 % OR MORE



INSET E - WOODLAND AREA

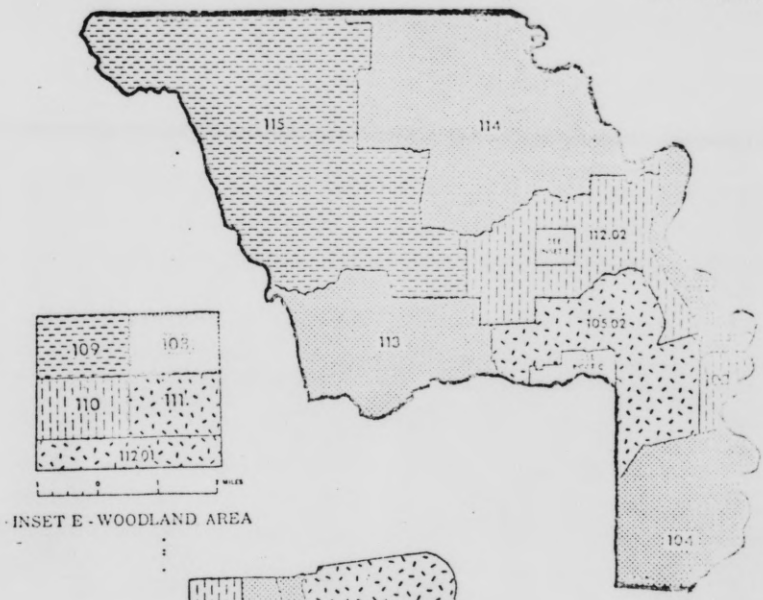
INSET C - DAVIS AREA

BASE MAP
PREPARED BY
U.S. DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

Yolo County

Micro Fiched



BASE MAP
PREPARED BY
U. S. DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

Median Household Income - 1975

- $13,000 or More
- $11,000 to $12,999
- $9,000 to $10,999
- $8,000 to $8,999
- $7,000 to $7,999
- Less Than $7,000

SUMMARY OF PRIOR ASSISTANCE

1975 Housing & Community Development Grant

The County received HUD's approval to proceed with the projects funded by a 1975 grant on April 13, 1976. Since that time we have spent $103,768.50 of the $190,000 granted. Another $28,611.10 Micro Fiched will be spent as soon as the final notice of completion is filed on the storm drain project. The request for such a filing is expected from the contractor very shortly. The remaining balance of $41,786.26 is waiting HUD's approval of our amendment to expand the original four block rehabilitation grant target area of Bryte into a nine block target area. Once this amendment is approved, we should be able to close out the 1975 grant within six months. Almost all of the work in the original four block rehabilitation grant target area is completed and we are waiting for the final billings from the contractors.

Please refer to Table A of this section for a detailed financial report.

1976 Housing & Community Development Grant

The County received HUD's approval to proceed with the projects funded by a 1976 grant on January 24, 1977. While no funds have been spent since receiving HUD's approval, the County and Cities have been establishing funding disbursement procedures, contract specifications, and agreements for administering the rehabilitation programs with the Housing Authority.

We expect to spend all of our funds before the 1977 grants are available to our jurisdictions.

TABLE A

1975 Housing Grant Funding Status

Funding Status	Housing Rehabilitation			Storm Drains	Total Grant
	Administration	Grants	Subtotal		
Original Allocation	9,050.00	90,950.00	100,000.00	90,000.00	190,000.00
Less:					
(a) Expenditures as of 12/30/76	2,824.86	34,554.74	37,379.60	66,388.90	103,768.50
(b) Estimated Expenses	5,810.14	10,024.00	15,834.14	28,611.10	44,445.24
TOTAL EXPENSES	8,635.00	44,578.74	53,213.74	95,000.00	148,213.74
Available Balance	415.00	46,371.26	46,786.26	(5,000.00)	41,786.26
Proposed Amendment	(415.00)	(4,585.00)	(5,000.00)	5,000.00	-0-
Revised Balance	-0-	41,786.26	41,786.26	-0-	41,786.26
Revised Allocation	8,635.00	86,365.00	95,000.00	95,000.00	190,000.00

Yolo County Housing Authority

CENTRAL OFFICE • P.O. BOX 57 • WOODLAND, CA 95695 • (916) 662-7043

BOARD OF COMMISSIONERS:
J. W. BRINLEY
EDWARD W. DAY
T. A. PURTELL
FRANK C. RAMOS
PAUL STEPHENS, JR.

D. ROSS PARKER
Executive Director
PROJECT OFFICES:
2 NEWTON WAY
BRODERICK, CA 95605
P.O. BOX 515
WINTERS, CA 95694

February 4, 1977

HOUSING ASSISTANCE PLAN COMPLIANCE - NARRATIVE REVIEW.

There were no New Rental units constructed in Yolo County during the past year, under the Section 8 - HUD or State Agency programs. No other assisted housing was developed. Three (3) proposals, totaling 193 units, were rejected by HUD.

No Rehabilitation of Rental Units occurred under the Section 8 - HUD or State Agency, nor did any result from Other Assisted Rehabilitation of Rental Housing.

HUD allocated 75 units of Section 8 Assistance, thru its Loan Management Program, and the Yolo County Housing Authority has contracted with HUD for 245 units of Existing Rental Assistance. No other Rental Assistance was allocated.

Thru the CD Block Grant Program, 34 homeowners received assistance for Rehabilitation in the Bryte Target Area. No other Rehabilitation Assistance to Homeowners was provided.

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HUD allocated 33 units of 235 Housing Assistance to Homeowners thru New Construction, and FmHA allocated 18 units of like assistance thru its 502 Program.

YOLO COUNTY HOUSING AUTHORITY

D. Ross Parker, Executive Director

cc; Yolo County Board of Supervisors
Yolo County Executive Office
Sacramento Reg'l. Area Planning Commission

Agreement No. 77-40

Joint Exercise of Powers Agreement Between the County of Yolo and the Cities of Yolo County - Woodland, Davis, and Winters.

This Agreement, dated for convenience February 15, 1977 between the County of Yolo (County) a political subdivision of the State of California and the Cities of Woodland, Davis, and Winters (Cities), being municipal corporations duly organized and existing under the laws of the State of California.

WITNESSETH:

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Recitals

1. Pursuant to Title I of the Housing and Community Development Act of 1974 (PL93-383), $540,000 of Sacramento Area Metropolitan Discretionary Grant funds have been made available upon the preapplication by the County and local Cities for the purpose of improving public facilities, acquiring land for low and moderate income housing and upgrading substandard housing.

2. The parties hereto have determined that it is in the public interest to submit a joint preapplication and application for said funds and have reviewed and hereby endorse and join in the preapplication of County for said funds as listed attached hereto as Exhibit A and in any application arising therefrom.

3. The parties recognize and accept that a joint powers agreement is the most convenient and advantageous means of applying for said grant.

4. Pursuant to Article I, Chapter 5 of Title I of the Government Code of the State of California, any two or more political subdivisions may enter into a cooperative agreement for the performance of any governmental function.

Agreements

Section One - Purpose: This agreement is made pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to the Cities and the County.

The Cities and the County each possess the powers referred to and recited herein. This purpose of this agreement is to exercise such powers by applying to the United States Department of Housing and Urban Development for federal assistance to alleviate community development and housing problems common to each of the parties hereto, pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383). Such purpose will be accomplished, and said common powers exercised in the manner hereafter set forth.

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Section Two - Term: This agreement shall become effective as of the date hereof, and shall continue in full force and effect for the program year covered by the 1977 application for federal assistance, and may be extended for periods of one or more program years by mutual agreement from all parties. Nothing in this agreement shall preclude any city or county from filing its own application for Housing and Community Development funds in subsequent years.

Section Three - Designation of the County of Yolo: The County of Yolo is hereby designated to act on behalf of the parties hereto in all matters relative to the application for federal assistance through the Housing and Community Development Discretionary Block Grant program. This agreement and the restrictions contained herein shall apply only to the 1977 grant applications, a summary of the preapplication of which is attached hereto marked Exhibit "A" and incorporated herein by reference with amendments thereto that may occur during the application process.

Section Four - Duties of the County of Yolo: It is hereby agreed that the County of Yolo shall perform the following acts and functions during the pendency of this agreement:

A. Submit, as applicant, on its behalf and on behalf of the Cities, a preapplication and an "application for federal assistance" and all supporting documents or such documents as are necessary to secure a federal grant for the purposes set forth in Exhibit "A" attached hereto or for such purposes as may arise therefrom.

B. Said preapplication and "application for federal assistance" shall be submitted in accordance with HUD regulations and applicable federal

and state laws.

C. Upon receipt of federal authorization to grant monies, the County shall disburse funds for which the grant was requested to the Cities.

D. County shall provide administrative and fiscal support for the application for and obtaining of said grant, as well as the disbursement of monies upon receipt.

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E. County agrees to periodically call staff meetings of the Cities' managers or designated representatives to review the progress of the applications, projects and expenditures of funds.

These meetings shall be called Technical Housing and Community Development Advisory staff meetings. The Director of the Housing Authority will be included in these meetings.

Section Five - Responsibilities of Cities: It is hereby agreed that the Cities shall perform the following acts and functions during the term of this agreement:

A. Upon receipt of grant monies, shall expend such monies in furtherance of the projects specified attached hereto and marked Exhibit "A".

B. Be authorized to implement said projects upon receipt of said funds from County.

C. Be responsible for all grant monies received and shall provide such reports as are required by the Federal Government for their respective programs.

D. Be responsible for fulfilling the requirements and regulations as sat forth by the Federal Government.

Section Six - Mutual Obligations: It is mutually agreed that the parties hereto shall be bound by the assurances, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by reference.

Section Seven - Disposition of Assets: At the end of the term hereof, or upon earlier termination of this agreement by the mutual agreement of the parties hereto, title to any funds not disbursed in accordance

with Section Four hereof, shall automatically rest in County which shall dispose of said funds in accordance with applicable HUD or federal regulations and instructions. All other property or funds loaned or given in furtherance of this agreement shall be returned to the parties in proportion to the contribution made.

Section Eight - Miscellaneous

A. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

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B. Whenever in this agreement, any consent or approval is required, the same shall not be unreasonably withheld.

C. The parties hereto shall provide for strict accountability of all funds and shall keep records of all receipts and disbursements.

D. This agreement is made in the State of California, under the constitution and laws of said State, and is to be so construed.

E. The executed agreement will be accompanied by a minute order from each participant City and County authorizing agreement execution.

F. An opinion of County Counsel will also be submitted citing the authority the County and Cities have to enter into this agreement, referenced as Exhibit "C".

Section Nine - Servability: Should any part, term, or provision of this agreement be, by the courts, decided to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable and ineffectual, the validity of the remaining portions of the provisions shall not be affected thereby.

Section Ten - Successors: This agreement shall be binding upon and shall insure to the benefit of the successors of the parties hereto.

In Witness Whereof, the parties hereto have caused this agreement to be executed and attested by their proper officers thereunder duly authorized and their official seals to be thereto affixed as of the day and year just above witnessed.

County of Yolo

BY _____
CHAIRMAN, BOARD OF SUPERVISORS
ATTEST:
LAURENCE K. KEITHLEN, COUNTY CLERK
By _____ Deputy

City of Woodland

BY _____

City of Davis

BY _____
MAYOR

City of Winters

BY _____

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EXHIBIT A

Jurisdiction	HCD Grant	Other Funds	Total
Yolo County:			Micro Fiched
(1) Rehabilitation Grant Program for the community of Bryte	$ 93,500		$ 93,500
(2) Public Works Program for Storm Drains in Bryte	100,000		100,000
SUBTOTAL	$193,500		$193,500
City of Davis:			
(1) Rehabilitative Cooperative Housing program and phase I of a Senior Citizens Center	$150,000		$150,000
City of Winters:			
(1) Acquire land that can be used for low cost senior housing complex and to permit the development of an adjacent senior center neighborhood center	$ 60,200	$ 88,400	$148,600
City of Woodland:			
(1) A residential rehabilitation loan and grant program	$136,300		$136,300
TOTAL	$540,000	$ 88,400	$628,400

EXHIBIT B

ASSURANCES

The applicant hereby assures and certifies with respect to the grant that:

(1) It possesses legal authority to apply for the grant, and to execute the proposed program.

(2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and designating the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.

(3) It has complied with all the requirements of OMB Circular No. A-95 as modified by Sections 570.300(c) (for entitlement applicants) or 570.400(d) (for discretionary applicants) and that either

(i) any comments and recommendations made by or through clearinghouses are attached and have been considered prior to submission of the application; or

(ii) the required procedures have been followed and no comments or recommendations have been received.

(4) Prior to submission of its application the applicant has:

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(i) provided citizens with adequate information concerning the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken, and other important program requirements;

(ii) held at least two public hearings to obtain the views of citizens on community development and housing needs, and

(iii) provided citizens an adequate opportunity to articulate needs, express preferences about proposed activities, assist in the selection of priorities, and otherwise to participate in the development of the application.

(5) Its chief executive officer or other officer of applicant approved by HUD:

(i) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to the applicant's proposed program pursuant to 24 CFR 570.604, and

(ii) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

(6) The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low or moderate income families or aid in the prevention or elimination of slums or blight. Where all or part of the community development program activities are designed to meet other community development needs having a particular urgency, such needs are specifically described in the application under the Community Development Plan Summary.

(7) It will comply with the regulations, policies, guidelines and requirements of Federal Management Circulars 74-4 and 74-7, as they relate to the application, acceptance and use of Federal funds for this federally-assisted program.

(8) It will administer and enforce the labor standards requirements set forth in Section 570.605 and HUD regulations issued to implement such requirements.

(9) It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Federal Management Circular 74-7.

(10) It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards.

(11) It will comply with:

(i) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

(ii) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.

(iii) Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.601), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Title I funds.

(iv) Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

(v) Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or federally - assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship.

(vi) Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

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(12) It will:

(i) In acquiring real property in connection with the community development block grant program, be guided to the greatest extent practicable under State law, by the real property acquisition policies set out under Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and the provisions of Section 302 thereof;

(ii) Pay or reimburse property owners for necessary expenses as specified in Section 303 and 304 of the Act, and

(iii) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations (24 CFR Part 42).

(13) It will:

(i) Provide fair and reasonable relocation payments and assistance in accordance with Sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and applicable HUD regulations (24 CFR Part 42), to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property for an activity assisted under the program;

(ii) Provide relocation assistance programs offering the services described in Section 205 of the Act to such displaced families, individuals, partnerships, corporations or associations in the manner provided under applicable HUD regulations;

(iii) Assure that, within a reasonable time prior to displacement, decent, safe, and sanitary replacement dwellings will be available to such displaced families and individuals in accordance with Section 205(c)(3) of the Act, and that such housing will be available in the same range of choices to all such displaced persons regardless of their race, color, religion, national origin, sex, or source of income;

(iv) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations; and

(v) Carry out the relocation process in such a manner as to provide such displaced persons with uniform and consistent services, including any services required to insure that the relocation process does not result in different or separate treatment to such displaced persons on account of their race, color, religion, national origin, sex, or source of income.

(14) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(15) It will comply with the provisions of the Hatch Act which limit the political activity of employees.

(16) It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

EXHIBIT C

COUNTY OF YOLO

P.O. Box 127
Woodland, California
95695

CHARLES R. MACK, COUNTY COUNSEL
ROBERT A. RUNDSTROM, Chief Deputy
C. LEE HUMES, Deputy
D. H. FIFI ZEFF, Deputy
Room 306 – Courthouse
Telephone: 916-666-8211

February 15, 1977

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Mr. Erwin W. Meier
County Executive
County of Yolo
Courthouse
Woodland, CA 95695

Re: Joint Powers Agreement

Dear Mr. Meier:

This letter constitutes the opinion of this office with regard to the legal authority for the County of Yolo and the Cities of Woodland, Davis and Winters to execute a joint powers agreement for the purpose of applying for a federal grant for the 1977 year pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383).

Government Code §6500, et seq. authorize public agencies, including the County and the cities, to jointly exercise any power common to them. This joint exercise may be accomplished by means of a joint powers agreement executed by them.

Government Code §53703 authorizes a County or a City to do all acts necessary to participate in a program authorized by a federal housing act.

Since, by virtue of Government Code §53703, the County and the cities separately are authorized to apply for the funds in question, they may enter a joint powers agreement to make a joint application, by virtue of Government Code §6500, et seq.

Yours truly,

CHARLES R. MACK
COUNTY COUNSEL

CRM/bjb

RESOLUTION NO. 77-15

County of Yolo
(Resolution Authorizing Execution of
Joint Powers Agreement)

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383) $540,000 of Sacramento Area Metropolitan Discretionary Grant funds have been made available upon the preapplication by the County and local cities for the purpose of improving public facilities, acquiring land for low and moderate income housing, and alleviating environmental and upgrading substandard housing; and

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WHEREAS, the parties hereto have determined that it is in the public interest to submit a joint preapplication and application for said funds and have reviewed and hereby endorse and join in the preapplication of COUNTY for said funds as listed attached hereto as Exhibit A and any application arising therefrom; and

WHEREAS, the parties recognize and accept that a joint powers agreement is the most convenient and advantageous means of applying for said grant; and

WHEREAS, pursuant to Article I, Chapter 5 of Title I of the Government Code of the State of California, any two or more political subdivisions may enter into a cooperative agreement for the performance of any governmental function.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Chairman of the Board of Supervisors of the County of Yolo is hereby authorized and directed to execute the Joint Powers Agreement between the COUNTY OF YOLO and the CITIES of Woodland, Davis and Winters which is designated as Yolo County Agreement No.

2. That the Chairman of the Board of Supervisors of the County of Yolo is hereby authorized to sign and file the applications for Title I, Housing and Community Development Funds, including all understandings and assurances contained therein, and direct and designate the County Executive to act in connection with the application and to provide such additional information as may be required.

3. That the County of Yolo will abide by all assurances attached to said agreement as Exhibit B thereto.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 15th day of February, 1977, by the following vote:

AGREEMENT NO. 77-50

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LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of February, 1977, by and between _____

Robert W. Jarvis, 222 Via Del Sol, Walnut Creek, CA
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #8 by the County by Resolution No. 77-16, which was filed in the Office of the County Recorder of Yolo County on February 25, 1977, and recorded in Volume 1277 of Official Records at Page 64, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

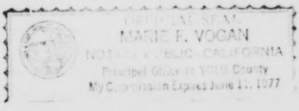
(SEAL)

BY Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert W. James

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)



On this [illegible], 19[illegible], before me ~~the undersigned County Clerk of the County of Yolo~~, personally appeared [illegible], known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this [illegible] day of [illegible], 19[illegible].

Marie F. Vogan

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 15, 1977, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

Form 1349
CLTA Guarantee
Face Page

AMENDED
GUARANTEE

LIABILITY $ 100.00 ORDER NO. 2371-A

FEE $ YOUR REF.

First American Title Insurance Company Micro Fiched

a corporation, herein called the Company,

GUARANTEES

THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: February 2, 1976 @ 4:00 P.M.

First American Title Insurance Company

BY [signature] PRESIDENT

BY [signature] ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24 1968 CALIFORNIA

Addition to Preserve #8

"EXHIBIT A"

Form 1356
CLTA Guarantee
Form No. 13

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 2371-A

The assurances referred to on the face page are:

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That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to February 2, 1976 @ 4:00 P. with respect to the name(s) of

ROBERT W. JARVIS, a married man

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the State of California, County of Yolo, described as follows:

Parcel No. 1 as shown on that certain Parcel Map for Robert Jarvis, filed in the office of the Recorder of Yolo County on January 21, 1976, in Book 3 of Parcel Maps, at Page 9.

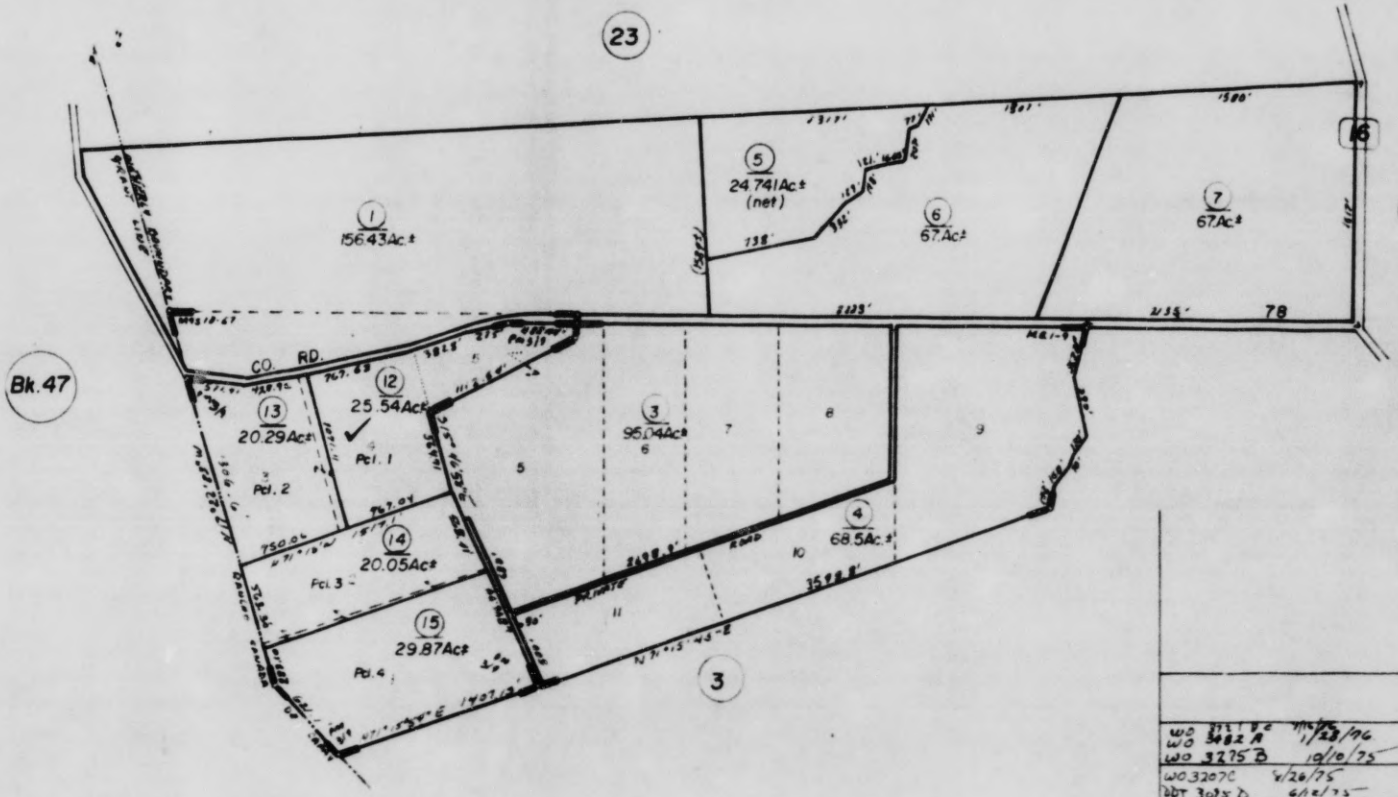
ASSESSOR'S PARCEL NO: 48-010-11

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed. not included in this report

POR. T.10N., R.3W., M.D.B.&M.
&
POR. RANCHO CANADA DE CAPAY.

CAUTION - These maps ARE NOT to be used for legal descriptions.

48-01



M.B. Bk. 1, Pg. 9 - Mc Millan Tract.
M.&S. Bk. 10, Pg. 67 - Mc Millan Tract.
P.M. Bk. 3, Pg. 9 - Pcl. Map 2509 for Robert Jarvis.

WO 3432 A 11/22/76
WO 3432 B 10/10/75
WO 3207C 6/26/75
DOT 3038 D 6/12/75

Assessor's Map Bk. 48 Pg. 01.
County of Yolo, Calif.
76/77

(formerly par. 21-05)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

3/82

AGREEMENT NO. 2751

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of February, 1972, by and between _____

Micro Fiched

Robert W. Jarvis, 222 Via Del Sol, Walnut Creek, CA
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #8 by the County by Resolution No. 72-16, which was filed in the Office of the County Recorder of Yolo County on February 25, 1972, and recorded in Volume 1233 of Official Records at Page 61, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

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WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Tunis J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert M. Jarvis

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Marcia Jarvis- Marcia Jarvis

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On February 18, 1977, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
Vola E Lucas
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On June 27, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert W. Jarvis and Marcia Jarvis known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Signature Eleanor McCown

Eleanor McCown

My commission ixpires October 10, 1977

OFFICIAL SEAL
ELEANOR McCOWN
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
MY COMMISSION EXPIRES OCT. 10, 1977

1264-C

Form 1349
CLTA Guarantee
Face Page

AMENDED

GUARANTEE

LIABILITY $100.00

FEE $

ORDER NO. 2371-B

YOUR REF.

First American Title Insurance Company

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: February 2, 1976 @ 4:00 P.M.

First American Title Insurance Company

BY [signature] PRESIDENT

BY [signature] ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24 1968 CALIFORNIA

Addition to Preserve #8

"Exhibit A"

Form 1356
CLTA Guarantee
Form No. 13

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 2371-B

Micro Fiched

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to February 2, 1976 @ 4:00 I with respect to the name(s) of

ROBERT W. JARVIS and MARCIA JARVIS, husband and wife

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the State of California, County of Yolo, described as follows:

Parcel No. 2 as shown on that certain Parcel Map for Robert Jarvis, filed in the office of the Recorder of Yolo County on January 21, 1976, in Book 3 of Parcel Maps, at Page 9.

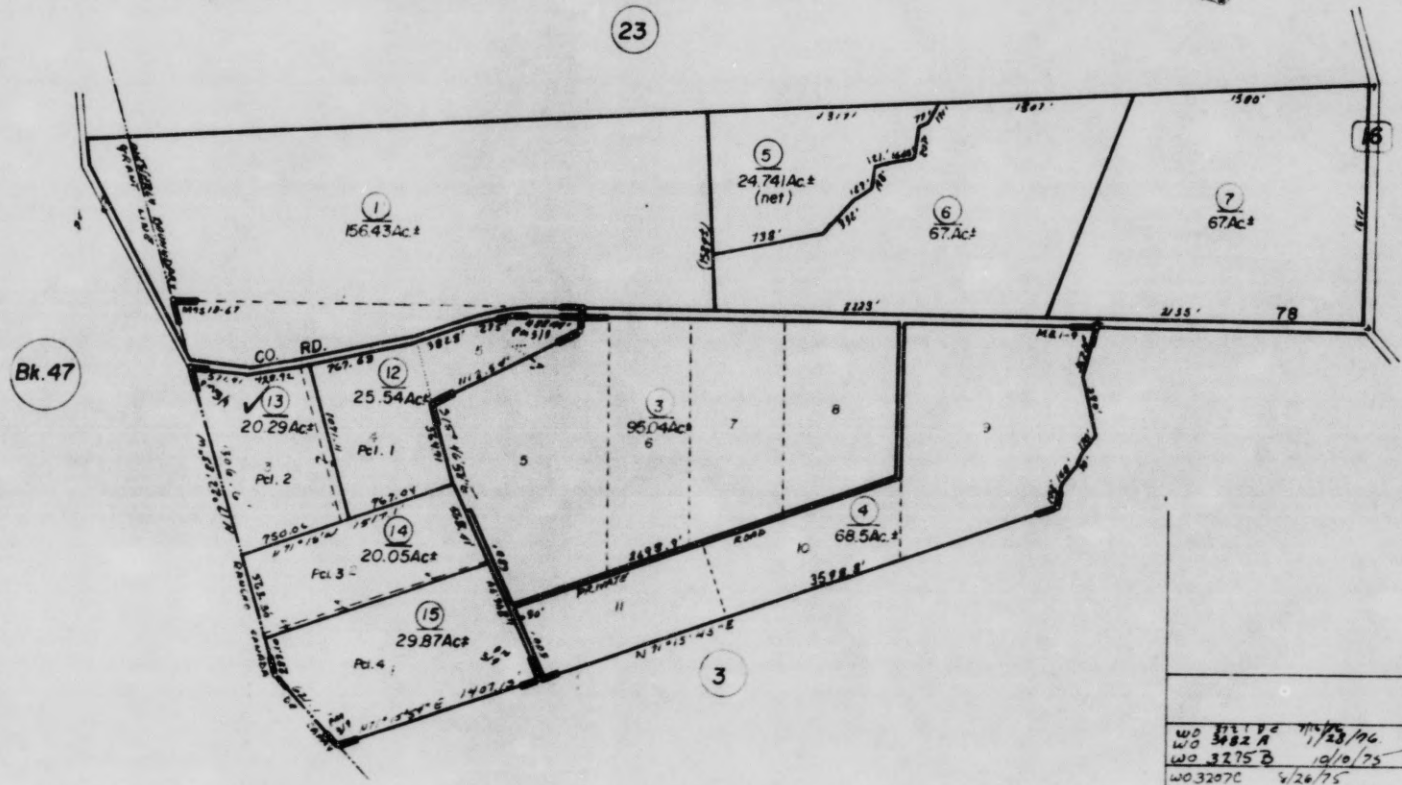
ASSESSOR'S PARCEL NO. 48-010-10

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed: not included in this report

POR. T.10N., R.3W., M.D.B.&M.
&
POR. RANCHO CANADA DE CAPAY.

CAUTION-These maps ARE NOT to be used for legal descriptions.

48-01



1" = 800'

WO 3882 A	1/23/76
WO 3275 B	10/10/75
WO 3207C	9/26/75
WO 3015 D	6/12/75

M.B. Bk.1, Pg.9 - Mc Millan Tract.
M&S. Bk.10, Pg.67 - Mc Millan Tract.
P.M. Bk.3, Pg.9 - Pcl. Map 2509 for Robert Jarvis.

Assessor's Map Bk. 48 Pg. 01.
County of Yolo, Calif.

76/77

(formerly par. 21-05)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

2/02

AGREEMENT NO. 77-52

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of February, 1977, by and between _____

_____

_____

_____ Micro Fiched

Marcia Jarvis, 222 Via Del Sol, Walnut Creek, CA
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #8 by the County by Resolution No. 77-16, which was filed in the Office of the County Recorder of Yolo County on February 25, 1977, and recorded in Volume 1277 of Official Records at Page 64, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Lynn J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

~~XXXXXXXXXXXXXXXXXXXXXXXX~~

Marcia Jarvis

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 18, 1977, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E Lucas DEPUTY

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On June 27, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared MARCIA JARVIS known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Witness my hand and official seal.

Signature Eleanor McCown

Eleanor McCown

My commission ixpires October 10, 1977

OFFICIAL SEAL
ELEANOR McCOWN
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
MY COMMISSION EXPIRES OCT. 10, 1977

1384-C

Form 1349
CLTA Guarantee
Face Page

AMENDED

GUARANTEE

LIABILITY $ 100.00

FEE $

ORDER NO. 2371-D

YOUR REF.

First American Title Insurance Company

a corporation, herein called the Company,

GUARANTEES

THE COUNTY OF YOLO

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: February 2, 1976 @ 4:00 P.M.

First American Title Insurance Company

BY [signature] PRESIDENT

BY [signature] ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24 1968 CALIFORNIA

Addition to Preserve #8

"EXHIBIT A"

Form 1356
CLTA Guarantee
Form No. 13

SCHEDULE A

PROPERTY SEARCH GUARANTEE ORDER NO. 2371-D

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to February 2, 1976 @ 4:00 P with respect to the name(s) of

MARCIA JARVIS, a married woman

Micro Eiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the State of California, County of Yolo, described as follows:

Parcel No. 3 as shown on that certain Parcel Map for Robert Jarvis, filed in the office of the Recorder of Yolo County on January 21, 1976, in Book 3 of Parcel Maps, at Page 9.

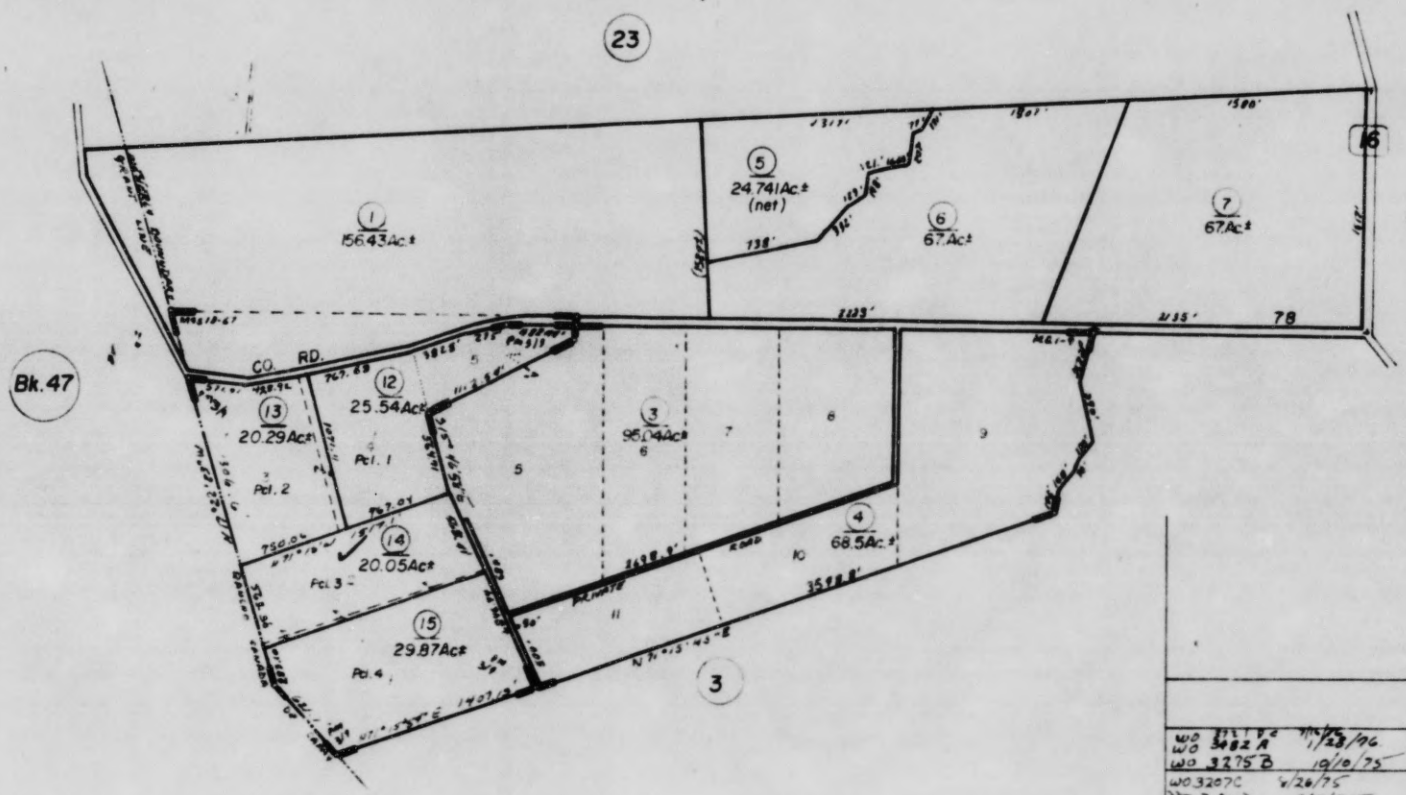
ASSESSOR'S PARCEL NO: 48-010-09

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed: not included in this report

POR. T. 10N., R.3W., M.D.B.&M.
&
POR. RANCHO CANADA DE CAPAY.

CAUTION- These maps ARE NOT to be used for legal descriptions.

48-01



M.B. Bk. 1, Pg. 9 - Mc Millan Tract.
M.&S. Bk. 10, Pg. 67 - Mc Millan Tract.
P.M. Bk. 3, Pg. 9 - Pcl. Map 2509 for Robert Jarvis.

WO 3482 A 1/23/76
WO 3275 B 10/10/75
WO 3207C 6/26/75
DOT 3075 B 6/26/75

Assessor's Map Bk. 48 Pg. 01.
County of Yolo, Calif.

76/77

(formerly par. 21-05)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

2/02

AGREEMENT NO. 22-53

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of February, 1977, by and between _____

Robert W. Jarvis, 222 Via Del Sol, Walnut Creek, CA
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve #8 by the County by Resolution No. 77-16, which was filed in the Office of the County Recorder of Yolo County on February 25, 1977, and recorded in Volume 1277 of Official Records at Page 64, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Tingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert W. Jarvis

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 18, 1977, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK
By Pete C. Lucas
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

OFFICIAL SEAL
MARIE F. VOGAN
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires June 11, 1977

On this 15th day of June, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared Walter H. Jones, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 15th day of June, 1977.

Marie F. Vogan

Form 1349
CLTA Guarantee
Face Page

AMENDED

GUARANTEE

LIABILITY $ 100.00 ORDER NO. 2371-C

FEE $ YOUR REF.

First American Title Insurance Company

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

THE COUNTY OF YOLO

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

Dated: February 2, 1976 @ 4:00 P.M.

First American Title Insurance Company

BY [signature] PRESIDENT

BY [signature] ASSISTANT SECRETARY

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24 1968 CALIFORNIA

Addition to Preserve #8

"Exhibit A"

Form 1356
CLTA Guarantee
Form No. 13

SCHEDULE A

PROPERTY SEARCH GUARANTEE

ORDER NO. 2371-C

The assurances referred to on the face page are:

Micro Fiched

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to February 2, 1976 @ 4:00 P. with respect to the name(s) of

ROBERT W. JARVIS, a married man

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate in the State of California, County of Yolo, described as follows:

Parcel No. 4 as shown on that certain Parcel Map for Robert Jarvis, filed in the office of the Recorder of Yolo County on January 21, 1976, in Book 3 of Parcel Maps, at Page 9.

ASSESSOR'S PARCEL NO. 48-010-08

And that, according to the indices of the County Recorder of said County subsequent to with respect to said name, the following described mortgages and deeds of trust were acquired in the above name(s) and have not thereafter been assigned nor fully released or reconveyed. not included in this report

AGREEMENT NO. 2254

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 15th day of February, 1977, by and between HARRY J. KRADE & MARGARET KRADE
Route 1, Box 2546
Davis, Cal.
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. AP-9 by the County by Resolution No. 77-16, which was filed in the Office of the County Recorder of Yolo County on February 25, 1977 and recorded in Volume 1277 of Official Records at Page 64, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Douglas J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Harry Kreske

Margaret Kreske

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On February 16, 1977, before me, the undersigned, County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Rita C. Lizcano
DEPUTY

STATE OF CALIFORNIA)
COUNTY OF Yolo) SS.

On June 22nd, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared = = Harry J. Krade and Margaret Krade = = known to me to be the person(s) whose name(s) are subscribed to the within Instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Seal)

OFFICIAL SEAL
EVA L. MASTON
NOTARY PUBLIC - CALIFORNIA
Principal Office in YOLO County
My Commission Expires Nov. 6, 1979

Eva L. Maston
(Notary Public's Signature)

02320-2 3-74* 25 P.S. Individual Notarial Acknowledgment

LAURENCE P. HENIGAN, COUNTY CLERK

CLTA Guarantee
Form 1 (Rev. 6-8)

PROPERTY SEARCH GUARANTEE

FEE FOR GUARANTEE $ 75.00 LIABILITY $ 100.00 ORDER No. 43812

Micro Fiched

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

HARRY J. KRADE AND MARGARET M. KRADE

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 26, 1976 at 7:00 o'clock a.m.
GL/sat

TRANSAMERICA TITLE INSURANCE COMPANY

by John C. Blackburn
Assistant Secretary for the Company

Form No. 354

"Exhibit A"

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE ORDER NO. 43812

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1976 with respect to the name(s) of

HARRY J. KRADE AND MARGARET KRADE

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

A.P.N. 37-010-21

All that portion of the Southwest one-quarter of Section 3, Township 8 North, Range 1 East, M.D.B.& M., as the same is shown on that certain Record of Survey filed in Book 9 of Maps and Surveys at Page 66, Yolo County Records, described as follows:

BEGINNING at the Southwest corner of said Section 3; thence along the South line of said section North 89° 45' 27" East 803.64 feet; thence North 00° 04' 19" East 1208.86 feet to a point on the South line of that certain parcel of land described in the Deed to David Medendorp, recorded September 11, 1970 in Book 952 of Official Records, at Page 319; thence along said South line South 89° 33' 19" West 803.66 feet to the Southwest corner of said Medendorp Parcel and the West line of Section 3; thence along the West line of said Section 3, South 00° 04' 19" West 1206.02 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for irrigation purposes across a strip of land 15 feet wide measured easterly at right angles from the East line of County Road 95, as reserved in the Deed recorded September 11, 1970, in Book 952 of Official Records at Page 319.

ALSO TOGETHER WITH a non-exclusive easement for irrigation purposes for an underground pipe across a strip of land 16 feet wide measured at right angles from the North line of County Road No. 31, as reserved in the deed recorded June 12, 1972 in Book 1021 of Official Records at Page 384.

INCLUDING, but not limited to all rights and interest to all oil, gas, mineral and other hydrocarbon substances as reserved in Deed recorded November 13, 1962; in Volume 693 at Page 417 of the Official Records in and for the County of Yolo.

Form No. 551.1

This plat is for location purposes only and is not part of the report or policy to which it is attached.

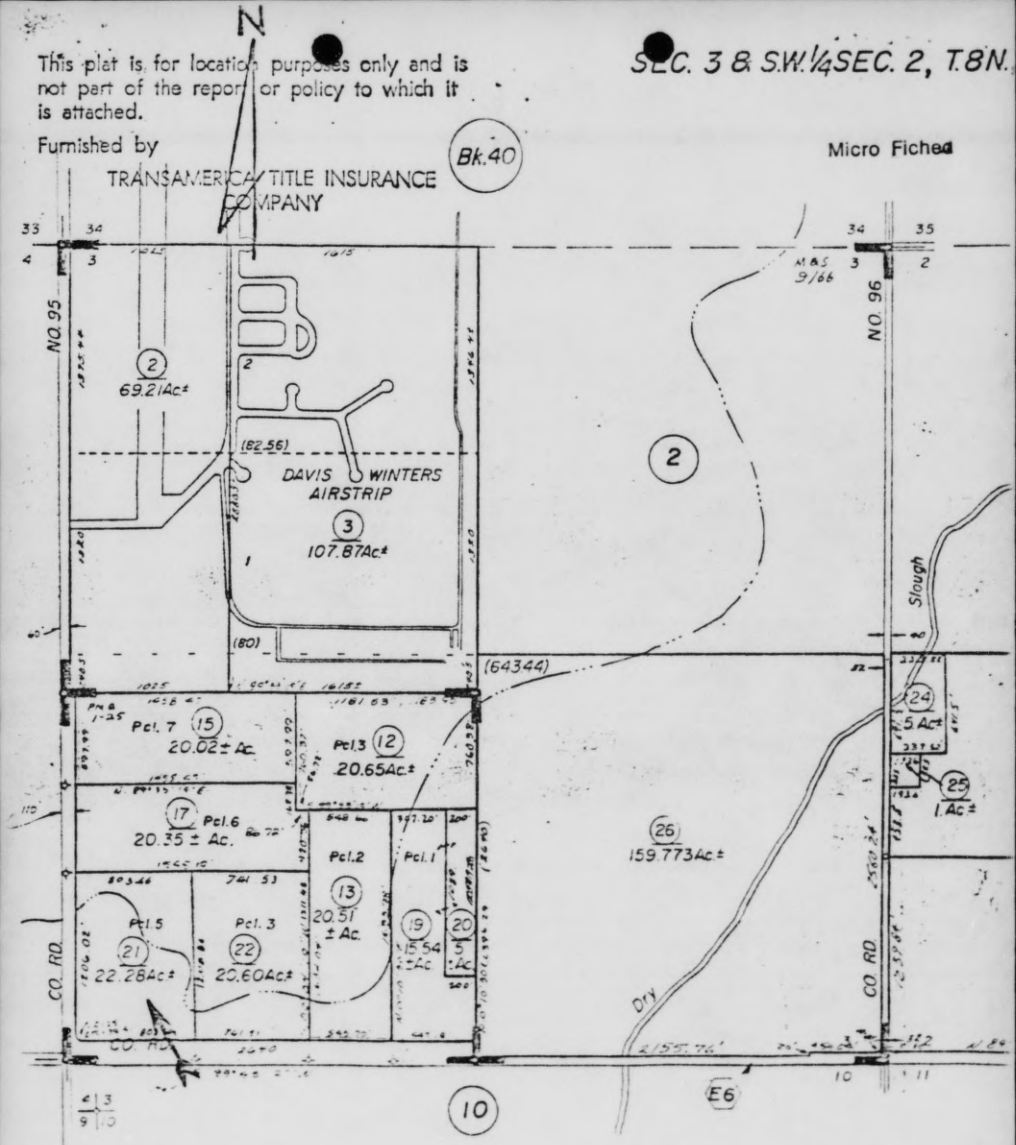
Furnished by

TRANSAMERICA TITLE INSURANCE COMPANY

SEC. 3 & S.W.1/4 SEC. 2, T.8N.

Bk. 40

Micro Fiched



M. & S. 9, Pg. 66 - Sec. 3

P.M.B. 1, Pg. 25 - Parcel map no. 2061, S.W. 1/4 of Sec. 3

BK

AGREEMENT NO. 77-52

AGREEMENT TO PURCHASE TAX DEEDED LAND

FILED
MAR 31 1977
LAURENCE P. HENIGAN, Clerk
By debra B. Conley

THIS AGREEMENT, made this 3rd day of February, 1977, by and between the Board of Supervisors of the County of Yolo, State of California, and the Reclamation District #900, pursuant to the provisions of Division 1, Part 6, Chapter 8, of the Revenue and Taxation Code.

W I T N E S E T H :

Micro Fiched

THAT WHEREAS, the real property situated within the County of Yolo, State of California, hereinafter set forth and described in Exhibit "A", attached hereto and made a part hereof, has been deeded to the State of California for the non-payment of delinquent taxes; and

WHEREAS, the taxes levied on the property by the Reclamation District #900 are collected by the County officers;

NOW, THEREFORE, it is mutually agreed as follows:

1. That as provided by Section 3800 of the Revenue and Taxation Code, the cost of giving notice of this agreement shall be paid for by the Reclamation District #900;
2. That the Board of Supervisors of the County of Yolo agrees to sell to said Reclamation District #900 and said Reclamation District #900 agrees to purchase from said County property hereinafter set out in the aforesaid Exhibit "A", which shall not have been redeemed as provided in the Revenue and Taxation Code, upon payment by said District to the Tax Collector of said County the sum set forth in said Exhibit "A" after the description of the property and designated "Purchase Price", within 15 days after this agreement becomes effective.
3. That said Reclamation District #900 will not share in the distribution of the payment required by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to hereunto subscribed and their respective seals to be hereto affixed by their respective officers thereunto duly authorized.

ATTEST:

LAURENCE P. HENIGAN, Clerk
Clerk of Board of Supervisors

By _____
Deputy

(Seal)

BOARD OF SUPERVISORS OF THE COUNTY OF Yolo

By _____
Chairman

Micro Fiched

ATTEST:

_____
Secretary

RECLAMATION DISTRICT #900

By _____
Title

This agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of the County of Yolo relating to the real property described therein.

_____
County Tax Collector

APPROVED this 17th day of March, 1977

KENNETH CORY
CONTROLLER OF THE STATE OF CALIFORNIA

By _____
Chief, Division of Local Government Fiscal Affairs

EXHIBIT "A"

Description	First Year Delinquent	Sale Number	Purchase Price
Assessors Parcel #8-010-16-1	1970-71	490	50.00

See Metes & Bounds description for parcel containing 3.87 acres

Micro Fiched

FILED
FEB 25 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-56.

(Lease Agreement for the Use of Premises by the County of Yolo)

THIS LEASE made and entered into this 22nd day of February, 1977, by and between EARL L. COVEY, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision, hereinafter called TENANT,

Micro Fiched

W I T N E S S E T H:

1. DESCRIPTION. LANDLORD hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, known as 914 Court Street, Suite 8, together with the use of one of the parking spaces located on the Court Street side of office.

2. TERM. The term of this lease agreement shall be from March 1, 1977 and shall continue on a month-to-month basis, terminable by either party hereto upon thirty (30) days' written notice to the other party.

3. RENT. TENANT shall pay to LANDLORD the sum of EIGHTY ($80) DOLLARS, by County warrant made payable to Robert L. Griffith, on the first day of each month during the term of this lease, commencing on March 1, 1977.

4. USE. Premises shall be used and occupied only for the purpose of County offices and any other office reasonably related thereto.

5. UTILITIES. LANDLORD shall furnish heater and air conditioner and shall pay all reasonable charges for water, sewer and garbage, and TENANT shall pay all charges for electricity, gas, heat, telephone and any other utility services used on the premises during the lease term except those LANDLORD herein has agreed to pay.

6. REPAIRS AND ALTERATIONS.

A. LANDLORD agrees to maintain and repair the interior and exterior water and sewer lines, electrical service and circuits, roof, heating, air conditioning, and hot water heating. TENANT agrees to maintain the remainder of the premises in the condition as it existed upon occupancy, ordinary wear and tear excepted.

Micro Fiched

B. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance; and that TENANT will not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of the LANDLORD first had and obtained, and that any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the LANDLORD.

7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees.

8. INSURANCE. During the term of this lease agreement, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

9. ASSIGNMENT AND SUBLETTING. TENANT shall not asign this lease, or any interest therein, and shall not lease or underlet the said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of LANDLORD first had and obtained, and that a consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that, unless such written consent thereto has been so had and obtained, any assignment or transfer, or attempted assignment or transfer, of this Lease or of any interest therein, or underletting, either by voluntary or involuntary act of the TENANT or by operation of law or otherwise, shall, at the option of the LANDLORD, terminate this Lease; and any such purported assignment (by death excepted), transfer, or underletting, without such consent, shall be null and void.

Micro Fiched

10. NOTICES. All notices to be given may be given in writing by depositing the same in the United States mail, postage prepaid, and addressed to the parties as follows:

LANDLORD:

Earl L. Covey
c/o Robert L. Griffith
323 First Street, Suite No. 3
Woodland, CA 95695

TENANT:

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, CA 95695

11. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

12. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent

breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

Micro Fiched

13. CONSTRUCTION. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

LANDLORD -

Earl L. Covey

EARL L. COVEY

TENANT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Linda J. Thomson

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED
MAR - 1 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-57

(Ambulance Service Agreement)

THIS AGREEMENT, made and entered into this 22nd day of February, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and Keith L. Culley doing business as A-1 Yolo Ambulance Service, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

1. Definition of Terms.

The following definitions shall apply throughout this Agreement:

a. Official call. Any ambulance trip which is authorized by the County Communications Center.

b. Communications. The communications center of the County of Yolo.

c. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.

d. Emergency. Any sudden or serious illness or injury requiring immediate medical or psychiatric attention or any case declared to be an emergency by a doctor of medicine.

e. Lack of good moral character. The following are indicative of lack of good moral character:
Addiction to the use of narcotics, or the excessive use of intoxicating liquors, the engagement of immoral, infamous or disgraceful conduct, false statements of material facts, or practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.

f. On Duty Personnel. The driver and attendant who are stationed at the same location as the ambulance equipment and capable of responding to calls.

g. Suspension. A cessation of the rights and obligations under this agreement for a certain period of time, after which period this agreement automatically is in full force and effect.

Micro Fiched

h. Zone of Responsibility. Area of the County designated by this contract and as shown on Exhibit "B" of this Agreement.

2. Response to Calls.

a. CONTRACTOR shall promptly respond to an "official call". CONTRACTOR shall transport each emergency patient to the most accessible medical facility equipped, staffed and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient. However, where, in the opinion of the ambulance personnel there are decisive factors to the contrary CONTRACTOR may transport patient to Yolo General Hospital.

b. If CONTRACTOR is unable, promptly, to respond to an official call, CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance contractor.

c. CONTRACTOR shall promptly notify the Communications upon arrival at the scene of the emergency.

d. If directed by the patient, his physician, or his authorized agent to a facility other than one specified in 2a above, the call shall no longer be considered an official call, and if CONTRACTOR transports the patient as directed, the COUNTY is released from all financial responsibility thereunder.

e. Nothing in this agreement is to be construed as to require

response by CONTRACTOR to official calls in areas of riot or insurrection. Any damage to equipment of CONTRACTOR in CONTRACTOR'S responding to riot or insurrection areas shall be paid by COUNTY in addition to charges as indicated in Exhibit "A".

Micro Fiched

3. Availability of Equipment and Personnel.

a. CONTRACTOR shall keep ambulance equipment and on duty personnel available on a 24 hour basis. This is to be construed to require CONTRACTOR to provide equipment and personnel within each of its designated zones.

b. CONTRACTOR shall keep the availability location and status of all ambulance equipment current with Communications. Vehicles which do not have the required on duty personnel in immediate attendance, shall be considered "out of service" and shall be reported as such. In the event all available equipment is in use, CONTRACTOR shall immediately advise Communications that it cannot respond.

4. Maintenance of Equipment.

a. CONTRACTOR shall obtain and keep in force any permits required by the State of California to operate each piece of ambulance equipment, used in performance of this contract.

b. CONTRACTOR shall maintain all equipment in a safe and sanitary condition.

5. Personnel.

a. CONTRACTOR shall employ only personnel of good moral character. COUNTY shall make available to CONTRACTOR its facilities for making background and character checks, however, COUNTY may impose a reasonable charge for such service.

b. CONTRACTOR shall staff each ambulance with a driver of at least 18 years of age and an attendant of at least 18

years of age, both of whom shall wear clean uniforms, be neat and clean, and who shall be physically capable of performing the duties required of them. The attendant must possess an EMT-1 certificate. All drivers and attendants shall obtain and keep in force any permits, licenses or certificates required by State laws or regulations and shall comply with such laws and regulations.

Micro Fiched

c. In addition, each ambulance driver shall have passed an appropriate driver's test as prescribed by the laws of the State of California, and shall have in his possession a permit attesting to this fact.

d. In all advertisements for labor or other personnel, or requests for employment of any nature, the CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. In all hiring, the CONTRACTOR shall make every effort to hire qualified workers from all races and ethnic groups. If the CONTRACTOR has an agreement or contract with a labor union or employee organization, he will send to each such labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the COUNTY, advising the said labor union or worker's representative of the CONTRACTOR'S commitments under this section. The CONTRACTOR shall maintain and permit access by the COUNTY to records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of this contract. If the COUNTY has reason to believe that CONTRACTOR may have committed a violation of

this section of the contract, or of the California Fair Employment Practice Act, or of any applicable Federal law concerning equal employment practices of this project, the COUNTY will cause written notice to be serviced on the CONTRACTOR. The notice shall set forth the nature of the violation. Upon COUNTY's request the CONTRACTOR shall meet with representatives of COUNTY in order to determine the means of correcting the violation and the time period within which the violation shall be corrected. If, within 10 days, the CONTRACTOR has failed or refused to remedy the violation, COUNTY may notify the Fair Employment Practices Commission and pursue any other remedies which may be available under the law.

6. Insurance.

Micro Fiched

CONTRACTOR agrees to carry, at its own cost and expense, the following insurance:

a. Public Liability insurance in the sum of not less than $100,000 for injuries to one person and $300,000 for injuries to more than one person in one accident.

b. Property Damage insurance in the sum of not less than $25,000.

c. To carry the County of Yolo as an additional insured on such insurance coverage, and to file a Certificate of such coverage with the Clerk of the Board of Supervisors. This contract shall be of no force and effect until such time as said Certificate is filed, and failure to keep such insurance coverage in full force and effect, shall automatically render this contract null and void.

d. CONTRACTOR shall defend, save, indemnify and hold harmless COUNTY and its officers and employees, for any and all liability and claims for damages for injury, sickness and disease or death to persons or property from any cause

whatsoever arising from or connected with its operations or its services hereunder performed by said CONTRACTOR after the acceptance of an official call.

Micro Fiched

7. Collections and Billing.

a. CONTRACTOR shall bill at least four times within a 100 day period after the ambulance service has been rendered, and an additional final billing in letter form, and shall provide COUNTY with evidence of such billing if requested to do so. CONTRACTOR shall bill the patient or, when insurance information is obtained as required herein, the patient's insurance carrier. At the time of response to the official call, or as soon thereafter as possible, CONTRACTOR shall inquire from patient and the destination facility whether the patient is insured for medical transportation services. CONTRACTOR shall obtain, whenever possible, (1) name of insurance carrier, (2) agent for processing claims, (3) agent's address, (4) policy number or other information to process claim. In those cases whether the medical coverage policy is known not to include medical transportation coverage, CONTRACTOR shall submit to COUNTY a letter from insurance carrier indicating non-coverage pursuant to a type of policy rather than for each patient. In cases where insurance coverage apparently exists, CONTRACTOR shall attempt to obtain an assignment of claim from the patient, and bill the insurance carrier once for the claim. If the claim is rejected by the insurance carrier for any reason, including lack of required information or material, unobtainable by CONTRACTOR, or 60 days expires from date of billing to the insurance carrier and there is no response, CONTRACTOR shall rebill the patient for the remaining number of billings as required hereinafter, indicating insurance company rejection of

claim, or no response, and 15 days after expiration of the last billing to the patient, without full payment, CONTRACTOR shall submit its claim to COUNTY.

For this provision concerning billing to insurance carriers to become effective, COUNTY shall provide CONTRACTOR with an assignment form to be presented for signature to the patient, and which is acceptable to each insurance company to be billed and COUNTY shall review and update said assignment form as is necessary.

Micro Fiched

The provisions of this section concerning billing shall not apply to official calls which terminate or originate at Yolo General Hospital, involving patients other than those on Medi-Cal or Medi-Care. Trip tickets for patients delivered to or picked up from Yolo General Hospital on official calls who are not on Medi-Cal or Medi-Care shall be turned over to Yolo General Hospital Billing Department on arrival at the hospital or within five (5) working days. CONTRACTOR shall have no responsibility for billing patients for such trips. COUNTY shall pay CONTRACTOR for such trips at the rates set forth in Exhibit A. If it is later ascertained that the patient is on Medi-Cal or Medi-Care, the hospital shall give such information to CONTRACTOR and CONTRACTOR shall follow the usual billing procedures for these trips. If COUNTY has already paid CONTRACTOR, CONTRACTOR shall reimburse COUNTY the amount paid for such trip. Charges for dry runs, coroner-initiated cases, and prisoners, may be billed directly to COUNTY. In the event CONTRACTOR obtains an incorrect address from the patient and is subsequently unable to locate the patient, such charge may be billed directly to COUNTY. The duty of CONTRACTOR to obtain insurance information and

to bill the insurance carrier as provided herein, is a duty to use reasonable efforts consistent with sound business practices to obtain such information and bill the insurance carrier, and CONTRACTOR is not required to obtain such information or bill the insurance carrier beyond using this standard of reasonable effort consistent with sound business practices.

Micro Fiched

b. If a bill is not paid within the above-mentioned 100 day period, CONTRACTOR may submit a claim to COUNTY for the unpaid portion of the bill at the rate set forth in Exhibit "A". The claim shall be made for rates set forth in Exhibit "A", less any amount collected by CONTRACTOR. The submission of the claim shall constitute an assignment to COUNTY of all CONTRACTOR's rights, title and interest, if any, for any such claim. CONTRACTOR shall remit to COUNTY by the 5th day of the month following the month's collection, any payment received on the claim, subsequent to the assignment thereof to COUNTY. The claim for payment by CONTRACTOR shall contain the following information when available.

(1) County authorization number.

(2) The patient's correct name, address and telephone number.

(3) Itemized listing of private and County charges.

(4) The employer's name, address and telephone number.

(5) If the claim is assigned because of the non-payment or partial non-payment of insurance, including Medi-Cal or Medi-Care, the reason for rejection by the third party payor and/or inability to collect the claim must be included with the bill to COUNTY. Copy of Medi-Care or Medi-Cal denial will be submitted whenever applicable.

(6) If a patient indicates that he has medical insurance, whenever possible to obtain, the claim will show insurance information such as employer number, group number or member number, group or organization involved, and an address to which insurance can be billed.

Micro Fiched

(7) When minors are carried and whenever it is possible, the name, address and telephone number of the parents or guardians must be furnished, as well as the name, address and telephone number of the employer of the parent or guardian.

(8) All pertinent collection information in ambulance company files, including dates of billings, shall be attached to each claim submitted when assigned to COUNTY.

c. CONTRACTOR shall submit the claims to COUNTY within six (6) months from the date the ambulance services were rendered, unless time is extended as provided by Section 7 of this contract.

d. CONTRACTOR shall submit all Medi-Care and Medi-Cal claims to the appropriate offices. COUNTY agrees to assist in obtaining necessary medical, clinical, diagnostic, date and time service, P.O.E. Medical stickers, or police reports to CONTRACTOR for calls involving Yolo General Hospital to assist in submitting and processing the Medi-Cal or Medi-Care claims. If Medi-Cal or Medi-Care rejects a claim submitted by CONTRACTOR, CONTRACTOR shall bill the patient as provided in Paragraph 7a of this agreement. If the patient fails to pay after being so billed by CONTRACTOR, then CONTRACTOR shall bill COUNTY pursuant to Paragraph 7b of this agreement. In such case, the time for submitting a claim to the COUNTY shall be

extended beyond the six (6) month period as provided for in Paragraph 7c of this agreement, for an additional 100 days from the expiration of such six (6) month period. If Medi-Cal or Medi-Care regulations prohibit billing the patient after rejection or partial rejection of a claim, CONTRACTOR shall not be required to bill the patient as provided herein. CONTRACTOR will bill COUNTY on Medi-Cal or Medi-Care recipients for rejection or partial rejection of the claims by Medi-Cal or Medi-Care for some reason other than clerical error.

Micro Fiched

3. CONTRACTOR shall comply with all State and Federal laws, rules, and regulations regarding billings under State and Federal medical care programs.

8. Inspection.

a. Representative of COUNTY may inspect CONTRACTOR's records for the purpose of determining compliance with the provisions of this agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.

b. CONTRACTOR shall permit inspection by COUNTY Communications Department of the communications equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. Compliance with Laws Relating to Ambulance Service.

CONTRACTOR shall comply with all applicable laws, rules and regulations, (Federal and State) relating to availability and operations of ambulance service.

10. Payment of Claims.

a. Only claims for official calls are payable under this agreement, provided that all of the procedures set forth in this agreement have been followed. COUNTY shall pay claims at the rate set forth in Exhibit "A". COUNTY shall pay the appropriate claims within 30 days of receipt.

b. In order for a claim to be considered as properly arising under this agreement, it is necessary that CONTRACTOR shall have complied with all applicable terms of this agreement.

Micro Fiched

c. No claims will be paid in the absence of reasonable proof that services therefor in fact have been performed.

d. COUNTY shall notify CONTRACTOR within 30 calendar days after receipt of a claim, when a claim is to be rejected, and shall furnish and supply CONTRACTOR with all available information concerning the sources of revenue from which CONTRACTOR may collect for its services.

e. Official calls which terminate at an appropriate emergency medical facility, shall be considered as one complete trip with full basic and mileage rates applied. When a patient is treated as an outpatient and is not admitted to the receiving hospital but is referred to another facility after outpatient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run.

f. No claim for dry runs shall be paid unless the claim contains the following information verified by CONTRACTOR: Authorization number, the date and time of call, point of pick-up called for, reason for no pick-up, the name and address of person by whom cancelled if other than by Communications.

g. Nothing in this agreement is to be construed to make the reasonable rate or private rate for ambulance services to be those special rates established in Exhibit "A" hereof, and further, that CONTRACTOR is allowed to bill prior to billing COUNTY, the patient, his insurance carriers, Medi-Cal or Medi-Care at private rates established by CONTRACTOR even though those rates are higher than those

contained in Exhibit "A: hereof.

11. Non-Emergency Transfers.

a. COUNTY shall call the participating contractor responsible for the Woodland area to transport non-emergency patients within his area to or from Yolo General Hospital.

Micro Fiched

b. COUNTY shall call the participating contractor responsible for the Davis area to transport non-emergency patients between Yolo General Hospital and any point in his area.

c. COUNTY shall, so far as possible, in cases not covered by a and b above, rotate on a monthly basis all other non-emergency transfers to or from Yolo General Hospital among ambulance contractors holding County contracts.

12. Zones of Responsibility.

a. The zones of responsibility, as they apply to CONTRACTOR as defined by Exhibit "B", shall remain as the zones of responsibility throughout the term of this agreement.

b. CONTRACTOR shall not make an official call outside his zones of responsibility without approval of Communications.

c. COUNTY reserves the right to dispatch ambulances across zones of responsibility where CONTRACTOR is unable to adequately respond to emergency calls.

13. Effective Violations of Agreement.

a. Violation of any of the terms of this agreement by CONTRACTOR shall be grounds for suspension of the agreement in addition to any other remedies at law, or equity COUNTY may have to breach of contract.

b. If it should come to the attention of COUNTY that any of the provisions of this Agreement are being violated by CONTRACTOR, COUNTY shall notify CONTRACTOR by telephone call to the manager personally, and thereafter confirmed in writing of such violation or violations. If the CONTRACTOR shall fail to correct said violation or viola-

tions 3 days after receiving said notice, COUNTY shall have the right to suspend the operation of this agreement until such violation or violations have been corrected.

14. Relationship of the Parties.

Micro Fiched

a. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agents, servant, employee, partnership, joint venture or association.

b. Action by COUNTY authorizing ambulance service and action by ambulance acting pursuant thereto shall not obligate COUNTY to hospital for emergency or long term hospital services.

15. Assignments.

CONTRACTOR shall not assign any rights or duties under this agreement to a third party without the written consent of the Board of Supervisors of the County of Yolo. Any such assignment in violation of this agreement, may at the option of COUNTY, terminate this agreement.

16. Term of Contract.

Unless sooner terminated by either party giving 60 days written notice, this agreement shall cover the period from April 1, 1977 to March 31, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written.

Executed by the County of Yolo, State of California this 22nd day of February, 1977.

Micro Fiched

COUNTY OF YOLO, a Political Subdivision of the State of California

By Imyla J Thomsen
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Ruth E. Lucas
DEPUTY

(SEAL)

Executed by A-1 Yolo Ambulance Service this 25th day of February, 1977.

A-1 Yolo Ambulance Service

By Ruth Colley

EXHIBIT "A"

1. Basic Rate - For all ambulance service herein provided for, a basic rate of $40.00, plus $1.60 per mile or fraction thereof, from point of pickup to destination hospital. The mileage rate shall apply one way only, from place of pickup to hospital. However, if in the discretion of County a particularly unusual long run from the operator's home base to the point of pickup should occur in the pickup of a patient in response to an official call which would result in extreme hardship to Contractor under this agreement, County or its authorized agents shall have the right to allow extra compensation to Contractor. Such extra compensation may be allowed under this paragraph and in connection with dry runs under Paragraph 2 of this Exhibit "A".

Micro Fiched

2. Dry Runs - A charge of $25.00 for each "dry run" as defined in the agreement, plus $1.00 per mile over 5 miles from ambulance station to place of cancellation of call.

3. Additional Stretcher Cases - If two or more stretcher cases are carried on one officially initiated pickup and the County is liable under this agreement for one or more such cases, the basic rate shall apply to the first stretcher case and Twenty ($20.00) Dollars rate plus $.50 mileage shall apply to the remainder; provided, however, that the maximum liability of the County in this instance shall be the difference between the amount collected by the ambulance company for each stretcher case carried as a result of the said pickup and the amount which the County would otherwise be liable pursuant to this provision.

4. Additional Sitting Patients - Flat charge of $20.00 for each such additional patient per trip. If no stretcher case is transported on the same trip, the sitting patient will be charged at the stretcher rate; i.e., at least one stretcher rate shall be realized from each trip.

5. Oxygen Resuscitation or Inhalation - A charge of $5.00 per 1/2 "E" tank or portion thereof or for an equivalent portion of an "H" tank.

6. Out-of-County Trips - The basic rate of $40.00 plus one-way mileage of $1.60 per mile to destination will apply. For the second and successive stretcher patients, a basic rate of $20.00 plus one-way mileage of $.50 per mile. For additional sitting patients, a flat charge of $10.00.

7. Night Trips - (between the hours of 7:00 P.M. and 7:00 A.M.) - An additional charge of $5.00 shall be added to the basic rate for trips which are dispatched or cleared by County Communications between the hours of 7:00 P.M. and 7:00 A.M. regardless of when the trip is actually commenced or completed.

8. A flat fee of $25.00 per hour per ambulance shall be paid by County on any disaster standby on any officially initiated standby order.

9. Code 3 - An additional charge of $5.00 per patient when a Code 3 response is required.

10. Meeting plane, train or boat, $5.00 additional.

EXHIBIT "B"

A-1 YOLO AMBULANCE SERVICE shall provide ambulance service to the area in Yolo County west of the west levee of the Yolo By-Pass and north of the north right of way line of County Road No. 27, and the area east of the Yolo By-Pass that is north of the northwesterly right of way line of Road No. 124.

Micro Fiched

RECEIVED
MAR - 1 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED

FEB 25 1977

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 77-58

(Ambulance Service Agreement)

Micro Fiched

THIS AGREEMENT, made and entered into this 22nd day of February, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and Steven C. Gibson doing business as Davis Ambulance Service, Inc., hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

1. Definition of Terms.

The following definitions shall apply throughout this Agreement:

a. Official call. Any ambulance trip which is authorized by the County Communications Center.

b. Communications. The communications center of the County of Yolo.

c. Dry Run. Any official call where, after CONTRACTOR responds to the call, it is found that no ambulance is needed.

d. Emergency. Any sudden or serious illness or injury requiring immediate medical or psychiatric attention or any case declared to be an emergency by a doctor of medicine.

e. Lack of good moral character. The following are indicative of lack of good moral character:

Addiction to the use of narcotics, or the excessive use of intoxicating liquors, the engagement of immoral, infamous or disgraceful conduct, false statements of material facts, or practice of fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.

f. On Duty Personnel. The driver and attendant who are stacioned at the same location as the ambulance equipment and capable of responding to calls.

g. Suspension. A cessation of the rights and obligations under this agreement for a certain period of time, after which period this agreement automatically is in full force and effect.

Micro Fiched

h. Zone of Responsibility. Area of the County designated by this contract and as shown on Exhibit "B" of this Agreement.

2. Response to Calls.

a. CONTRACTOR shall promptly respond to an "official call". CONTRACTOR shall transport each emergency patient to the most accessible medical facility equipped, staffed and prepared to receive emergency cases and administer emergency medical care appropriate to the needs of the patient. However, where, in the opinion of the ambulance personnel there are decisive factors to the contrary CONTRACTOR may transport patient to Yolo General Hospital.

b. If CONTRACTOR is unable, promptly, to respond to an official call, CONTRACTOR shall immediately notify COUNTY of this fact and COUNTY shall dispatch another ambulance contractor.

c. CONTRACTOR shall promptly notify the Communications upon arrival at the scene of the emergency.

d. If directed by the patient, his physician, or his authorized agent to a facility other than one specified in 2a above, the call shall no longer be considered an official call, and if CONTRACTOR transports the patient as directed, the COUNTY is released from all financial responsibility thereunder.

e. Nothing in this agreement is to be construed as to require

response by CONTRACTOR to official calls in areas of riot or insurrection. Any damage to equipment of CONTRACTOR in CONTRACTOR'S responding to riot or insurrection areas shall be paid by COUNTY in addition to charges as indicated in Exhibit "A".

3. Availability of Equipment and Personnel.

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a. CONTRACTOR shall keep ambulance equipment and on duty personnel available on a 24 hour basis. This is to be construed to require CONTRACTOR to provide equipment and personnel within each of its designated zones.

b. CONTRACTOR shall keep the availability location and status of all ambulance equipment current with Communications. Vehicles which do not have the required on duty personnel in immediate attendance, shall be considered "out of service" and shall be reported as such. In the event all available equipment is in use, CONTRACTOR shall immediately advise Communications that it cannot respond.

4. Maintenance of Equipment.

a. CONTRACTOR shall obtain and keep in force any permits required by the State of California to operate each piece of ambulance equipment, used in performance of this contract.

b. CONTRACTOR shall maintain all equipment in a safe and sanitary condition.

5. Personnel.

a. CONTRACTOR shall employ only personnel of good moral character. COUNTY shall make available to CONTRACTOR its facilities for making background and character checks, however, COUNTY may impose a reasonable charge for such service.

b. CONTRACTOR shall staff each ambulance with a driver of at least 18 years of age and an attendant of at least 18

years of age, both of whom shall wear clean uniforms, be neat and clean, and who shall be physically capable of performing the duties required of them. The attendant must possess an EMT-1 certificate. All drivers and attendants shall obtain and keep in force any permits, licenses or certificates required by State laws or regulations and shall comply with such laws and regulations.

Micro Fiched

c. In addition, each ambulance driver shall have passed an appropriate driver's test as prescribed by the laws of the State of California, and shall have in his possession a permit attesting to this fact.

d. In all advertisements for labor or other personnel, or requests for employment of any nature, the CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. In all hiring, the CONTRACTOR shall make every effort to hire qualified workers from all races and ethnic groups. If the CONTRACTOR has an agreement or contract with a labor union or employee organization, he will send to each such labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the COUNTY, advising the said labor union or worker's representative of the CONTRACTOR'S commitments under this section. The CONTRACTOR shall maintain and permit access by the COUNTY to records of employment, employment advertisements, application forms, and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of this contract. If the COUNTY has reason to believe that CONTRACTOR may have committed a violation of

this section of the contract, or of the California Fair Employment Practice Act, or of any applicable Federal law concerning equal employment practices of this project, the COUNTY will cause written notice to be serviced on the CONTRACTOR. The notice shall set forth the nature of the violation. Upon COUNTY's request the CONTRACTOR shall meet with representatives of COUNTY in order to determine the means of correcting the violation and the time period within which the violation shall be corrected. If, within 10 days, the CONTRACTOR has failed or refused to remedy the violation, COUNTY may notify the Fair Employment Practices Commission and pursue any other remedies which may be available under the law.

Micro Fiched

6. Insurance.

CONTRACTOR agrees to carry, at its own cost and expense, the following insurance:

a. Public Liability insurance in the sum of not less than $100,000 for injuries to one person and $300,000 for injuries to more than one person in one accident.

b. Property Damage insurance in the sum of not less than $25,000.

c. To carry the County of Yolo as an additional insured on such insurance coverage, and to file a Certificate of such coverage with the Clerk of the Board of Supervisors. This contract shall be of no force and effect until such time as said Certificate is filed, and failure to keep such insurance coverage in full force and effect, shall automatically render this contract null and void.

d. CONTRACTOR shall defend, save, indemnify and hold harmless COUNTY and its officers and employees, for any and all liability and claims for damages for injury, sickness and disease or death to persons or property from any cause

whatsoever arising from or connected with its operations or its services hereunder performed by said CONTRACTOR after the acceptance of an official call.

Micro Fiched

7. Collections and Billing.

a. CONTRACTOR shall bill at least four times within a 100 day period after the ambulance service has been rendered, and an additional final billing in letter form, and shall provide COUNTY with evidence of such billing if requested to do so. CONTRACTOR shall bill the patient or, when insurance information is obtained as required herein, the patient's insurance carrier. At the time of response to the official call, or as soon thereafter as possible, CONTRACTOR shall inquire from patient and the destination facility whether the patient is insured for medical transportation services. CONTRACTOR shall obtain, whenever possible, (1) name of insurance carrier, (2) agent for processing claims, (3) agent's address, (4) policy number or other information to process claim. In those cases whether the medical coverage policy is known not to include medical transportation coverage, CONTRACTOR shall submit to COUNTY a letter from insurance carrier indicating non-coverage pursuant to a type of policy rather than for each patient. In cases where insurance coverage apparently exists, CONTRACTOR shall attempt to obtain an assignment of claim from the patient, and bill the insurance carrier once for the claim. If the claim is rejected by the insurance carrier for any reason, including lack of required information or material, unobtainable by CONTRACTOR, or 60 days expires from date of billing to the insurance carrier and there is no response, CONTRACTOR shall rebill the patient for the remaining number of billings as required hereinafter, indicating insurance company rejection of

claim, or no response, and 15 days after expiration of the last billing to the patient, without full payment, CONTRACTOR shall submit its claim to COUNTY. Micro Fiched For this provision concerning billing to insurance carriers to become effective, COUNTY shall provide CONTRACTOR with an assignment form to be presented for signature to the patient, and which is acceptable to each insurance company to be billed and COUNTY shall review and update said assignment form as is necessary.

The provisions of this section concerning billing shall not apply to official calls which terminate or originate at Yolo General Hospital, involving patients other than those on Medi-Cal or Medi-Care. Trip tickets for patients delivered to or picked up from Yolo General Hospital on official calls who are not on Medi-Cal or Medi-Care shall be turned over to Yolo General Hospital Billing Department on arrival at the hospital or within five (5) working days. CONTRACTOR shall have no responsibility for billing patients for such trips. COUNTY shall pay CONTRACTOR for such trips at the rates set forth in Exhibit A. If it is later ascertained that the patient is on Medi-Cal or Medi-Care, the hospital shall give such information to CONTRACTOR and CONTRACTOR shall follow the usual billing procedures for these trips. If COUNTY has already paid CONTRACTOR, CONTRACTOR shall reimburse COUNTY the amount paid for such trip. Charges for dry runs, coroner-initiated cases, and prisoners, may be billed directly to COUNTY. In the event CONTRACTOR obtains an incorrect address from the patient and is subsequently unable to locate the patient, such charge may be billed directly to COUNTY. The duty of CONTRACTOR to obtain insurance information and

(6) If a patient indicates that he has medical insurance, whenever possible to obtain, the claim will show insurance information such as employer number, group number or member number, group or organization involved, and an address to which insurance can be billed.

Micro Fiched

(7) When minors are carried and whenever it is possible, the name, address and telephone number of the parents or guardians must be furnished, as well as the name, address and telephone number of the employer of the parent or guardian.

(8) All pertinent collection information in ambulance company files, including dates of billings, shall be attached to each claim submitted when assigned to COUNTY.

c. CONTRACTOR shall submit the claims to COUNTY within six (6) months from the date the ambulance services were rendered, unless time is extended as provided by Section 7 of this contract.

d. CONTRACTOR shall submit all Medi-Care and Medi-Cal claims to the appropriate offices. COUNTY agrees to assist in obtaining necessary medical, clinical, diagnostic, date and time service, P.O.E. Medical stickers, or police reports to CONTRACTOR for calls involving Yolo General Hospital to assist in submitting and processing the Medi-Cal or Medi-Care claims. If Medi-Cal or Medi-Care rejects a claim submitted by CONTRACTOR, CONTRACTOR shall bill the patient as provided in Paragraph 7a of this agreement. If the patient fails to pay after being so billed by CONTRACTOR, then CONTRACTOR shall bill COUNTY pursuant to Paragraph 7b of this agreement. In such case, the time for submitting a claim to the COUNTY shall be

extended beyond the six (6) month period as provided for in Paragraph 7c of this agreement, for an additional 100 days from the expiration of such six (6) month period. If Medi-Cal or Medi-Care regulations prohibit billing the patient after rejection or partial rejection of a claim, CONTRACTOR shall not be required to bill the patient as provided herein. CONTRACTOR will bill COUNTY on Medi-Cal or Medi-Care recipients for rejection or partial rejection of the claims by Medi-Cal or Medi-Care for some reason other than clerical error.

Micro Fiched

3. CONTRACTOR shall comply with all State and Federal laws, rules, and regulations regarding billings under State and Federal medical care programs.

8. Inspection.

a. Representative of COUNTY may inspect CONTRACTOR's records for the purpose of determining compliance with the provisions of this agreement. CONTRACTOR shall permit, upon request of COUNTY, audits by COUNTY.

b. CONTRACTOR shall permit inspection by COUNTY Communications Department of the communications equipment of all ambulances utilized hereunder. CONTRACTOR shall immediately correct any deficiencies noted.

9. Compliance with Laws Relating to Ambulance Service. CONTRACTOR shall comply with all applicable laws, rules and regulations, (Federal and State) relating to availability and operations of ambulance service.

10. Payment of Claims.

a. Only claims for official calls are payable under this agreement, provided that all of the procedures set forth in this agreement have been followed. COUNTY shall pay claims at the rate set forth in Exhibit "A". COUNTY shall pay the appropriate claims within 30 days of receipt.

b. In order for a claim to be considered as properly arising under this agreement, it is necessary that CONTRACTOR shall have complied with all applicable terms of this agreement.

c. No claims will be paid in the absence of reasonable proof that services therefor in fact have been performed.

d. COUNTY shall notify CONTRACTOR within 30 calendar days after receipt of a claim, when a claim is to be rejected, and shall furnish and supply CONTRACTOR with all available information concerning the sources of revenue from which CONTRACTOR may collect for its services.

Micro Fiched

e. Official calls which terminate at an appropriate emergency medical facility, shall be considered as one complete trip with full basic and mileage rates applied. When a patient is treated as an outpatient and is not admitted to the receiving hospital but is referred to another facility after outpatient treatment, the trip from the initial facility to the other facility is deemed to be a part of the same run.

f. No claim for dry runs shall be paid unless the claim contains the following information verified by CONTRACTOR: Authorization number, the date and time of call, point of pick-up called for, reason for no pick-up, the name and address of person by whom cancelled if other than by Communications.

g. Nothing in this agreement is to be construed to make the reasonable rate or private rate for ambulance services to be those special rates established in Exhibit "A" hereof, and further, that CONTRACTOR is allowed to bill prior to billing COUNTY, the patient, his insurance carriers, Medi-Cal or Medi-Care at private rates established by CONTRACTOR even though those rates are higher than those

contained in Exhibit "A: hereof.

11. Non-Emergency Transfers.

a. COUNTY shall call the participating contractor responsible for the Woodland area to transport non-emergency patients within his area to or from Yolo General Hospital.

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b. COUNTY shall call the participating contractor responsible for the Davis area to transport non-emergency patients between Yolo General Hospital and any point in his area.

c. COUNTY shall, so far as possible, in cases not covered by a and b above, rotate on a monthly basis all other non-emergency transfers to or from Yolo General Hospital among ambulance contractors holding County contracts.

12. Zones of Responsibility.

a. The zones of responsibility, as they apply to CONTRACTOR as defined by Exhibit "B", shall remain as the zones of responsibility throughout the term of this agreement.

b. CONTRACTOR shall not make an official call outside his zones of responsibility without approval of Communications.

c. COUNTY reserves the right to dispatch ambulances across zones of responsibility where CONTRACTOR is unable to adequately respond to emergency calls.

13. Effective Violations of Agreement.

a. Violation of any of the terms of this agreement by CONTRACTOR shall be grounds for suspension of the agreement in addition to any other remedies at law, or equity COUNTY may have to breach of contract.

b. If it should come to the attention of COUNTY that any of the provisions of this Agreement are being violated by CONTRACTOR, COUNTY shall notify CONTRACTOR by telephone call to the manager personally, and thereafter confirmed in writing of such violation or violations. If the CONTRACTOR shall fail to correct said violation or viola-

tions 3 days after receiving said notice, COUNTY shall have the right to suspend the operation of this agreement until such violation or violations have been corrected.

14. Relationship of the Parties. Micro Fiched

a. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agents, servant, employee, partnership, joint venture or association.

b. Action by COUNTY authorizing ambulance service and action by ambulance acting pursuant thereto shall not obligate COUNTY to hospital for emergency or long term hospital services.

15. Assignments.

CONTRACTOR shall not assign any rights or duties under this agreement to a third party without the written consent of the Board of Supervisors of the County of Yolo. Any such assignment in violation of this agreement, may at the option of COUNTY, terminate this agreement.

16. Term of Contract.

Unless sooner terminated by either party giving 60 days written notice, this agreement shall cover the period from April 1, 1977 to March 31, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written.

Executed by the County of Yolo, State of California this 22nd day of February, 1977.

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COUNTY OF YOLO, a Political Subdivision of the State of California

By Gayle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Executed by Davis Ambulance Service this 25th day of February, 1977.

Davis Ambulance Service

By Howard B. Olsen

EXHIBIT "A"

1. Basic Rate - For all ambulance service herein provided for, a basic rate of $40.00, plus $1.60 per mile or fraction thereof, from point of pickup to destination hospital. The mileage rate shall apply one way only, from place of pickup to hospital. However, if in the discretion of County a particularly unusual long run from the operator's home base to the point of pickup should occur in the pickup of a patient in response to an official call which would result in extreme hardship to Contractor under this agreement, County or its authorized agents shall have the right to allow extra compensation to Contractor. Such extra compensation may be allowed under this paragraph and in connection with dry runs under Paragraph 2 of this Exhibit "A".

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2. Dry Runs - A charge of $25.00 for each "dry run" as defined in the agreement, plus $1.00 per mile over 5 miles from ambulance station to place of cancellation of call.

3. Additional Stretcher Cases - If two or more stretcher cases are carried on one officially initiated pickup and the County is liable under this agreement for one or more such cases, the basic rate shall apply to the first stretcher case and Twenty ($20.00) Dollars rate plus $.50 mileage shall apply to the remainder; provided, however, that the maximum liability of the County in this instance shall be the difference between the amount collected by the ambulance company for each stretcher case carried as a result of the said pickup and the amount which the County would otherwise be liable pursuant to this provision.

4. Additional Sitting Patients - Flat charge of $20.00 for each such additional patient per trip. If no stretcher case is transported on the same trip, the sitting patient will be charged at the stretcher rate; i.e., at least one stretcher rate shall be realized from each trip.

5. Oxygen Resuscitation or Inhalation - A charge of $5.00 per 1/2 "E" tank or portion thereof or for an equivalent portion of an "H" tank.

6. Out-of-County Trips - The basic rate of $40.00 plus one-way mileage of $1.60 per mile to destination will apply. For the second and successive stretcher patients, a basic rate of $20.00 plus one-way mileage of $.50 per mile. For additional sitting patients, a flat charge of $10.00.

7. Night Trips - (between the hours of 7:00 P.M. and 7:00 A.M.) - An additional charge of $5.00 shall be added to the basic rate for trips which are dispatched or cleared by County Communications between the hours of 7:00 P.M. and 7:00 A.M. regardless of when the trip is actually commenced or completed.

8. A flat fee of $25.00 per hour per ambulance shall be paid by County on any disaster standby on any officially initiated standby order.

9. Code 3 - An additional charge of $5.00 per patient when a Code 3 response is required.

10. Meeting plane, train or boat, $5.00 additional.

EXHIBIT "B"

DAVIS AMBULANCE SERVICE shall provide ambulance service to that area of the County southerly of the north right of way line of Road No. 27 and west of the west levee of the Yolo By-Pass.

Micro Fiched

Book corrected copy

FILED
JUN 1 1977
LAURENCE P. HINSON, Clerk
By [illegible] Deputy

JGZ 77-59

RESOLUTION NO. ~~74-148~~

(Resolution Recalling Resolution No. 74-148 and Reorganizing the Welfare Advisory Committee)

WHEREAS, this Board of Supervisors passed and adopted Resolution No. 74-148, creating a Welfare Advisory Committee as necessary and appropriate to carry out the intent of applicable Department of Social Welfare regulations pertaining to such committees; and

Micro Fiched

WHEREAS, it has been brought to the attention of this Board that State regulations pertaining to such committees are no longer in effect, and it is desirable that a Welfare Advisory Committee be reconstituted for more effective functioning in meeting the needs of the County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows:

Section 1. Resolution No. 74-148 is hereby repealed.

Section 2.

1. Creation: There is hereby created in the County of Yolo a committee to be known as the Welfare Advisory Committee, hereinafter referred to as COMMITTEE.

2. Membership: The Committee shall consist of 7 members appointed by the Board of Supervisors as follows:

(a) Each member of the Board of Supervisors shall select one member to serve on the Committee, and shall also select one alternate to serve when that member is unable to perform the duties of membership;

(b) The Board of Supervisors shall select two members at large, and also two alternates to serve on the Committee when the members at large are unable to perform the duties of membership.

3. Membership - Terms. The term of office of the members so selected shall be at the pleasure of the Board, except that

in the event of the resignation or death of a member, the alternate shall assume the duties of membership and another alternate shall be selected in the manner of selection of the previous member.

4. Membership: Organization.

(a) Meetings: The Committee shall meet at least four times per year, but the membership shall call such special meetings as they deem necessary. The Committee shall select a chair- Micro Fiched person or convener for each meeting according to a schedule of quarterly rotation of the chair. Decisions of the Committee shall be made by consensus of members present. The County of Yolo Department of Public Welfare shall furnish a recorder, distribute minutes, and send out agenda and notices of meetings, to be held at whatever time and place is agreed among the members;

(b) Method of Operation: The Committee shall work with the County Director of Public Welfare and the Board of Supervisors as an advisory body to assist in the development of welfare policy and implementation of services programs.

(c) Orientation of Members: It shall be the responsibility of the County Department of Public Welfare to provide members and alternates of the Committee such orientation to welfare services as they may need to carry out their responsibilities, including but not limited to, such material as handbooks outlining services, tours of facilities, directories of resources, charts of programs and lines of authority in the administration of services.

(d) Subcommittees: The Committee may create subcommittees or task forces composed of volunteers under leadership of Committee members to carry out the work of the Committee.

5. Costs: The Board of Supervisors, through allocation to the County Department of Public Welfare, shall assume the costs of mileage and child care as required for member

attendance at meetings.

6. Duties: The responsibilities of the Committee shall be the following:

(a) Advocacy for persons in need of welfare services;

(b) Education of the public regarding welfare services, both for outreach to potential clients and for interpretation of the need for services.

Micro Fiched

(c) Study of problems in delivery of welfare services, including exploration of unmet needs;

(d) Suggesting methods to solve problems in delivery of welfare services;

(e) Recommendation of programs to meet unmet needs;

(f) Monitoring of laws and regulations to analyze changes and to provide feedback to influence the development of needed services;

(g) Identification of overlap in services and referral to the proper agency to correct duplication;

(h) Participation in formulation of the County's Title XX plan for Social Services.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 14th day of June, 1977, by the following vote:

AYES: Duncan Barton, Edmonds, Marchand, Thompson.

NOES: None.

ABSENT: None.

Tenla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Ito E. Lucas
DEPUTY

FILED

FEB 25 1977

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 77- 60

(AMBULANCE SERVICE AGREEMENT)

The following is an agreement between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County", and Al Yolo Ambulance Service, hereinafter referred to as "Ambulance Service".

Micro Fiched

Whereas the Department of Health, Education and Welfare provided funds under the Emergency Medical Services Act of 1973 (PL 93-154) to develop a Regional Emergency Medical Services Plan; and

Whereas a plan to provide a positive means for each member county to implement certain standards of improved emergency medical services was prepared and adopted by eight counties to wit: El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, hereafter referred to as the Emergency Medical Services Joint Powers Agency; and

Whereas the Department of HEW and Office of Traffic Safety provided funds to implement an improved communications systems within the above counties; and

Whereas the said eight counties have created a Joint Powers Agency under Section 6500 (et seq) of the Government Code, to operate an Emergency Medical Communications System within the eight county area; and

Whereas the initial implementation of the Communications System is to provide radios to the participating hospitals and ambulance services so that direct voice to voice communications may be carried on between said hospitals and said ambulance services to the benefit of the sick and injured of the Region; and

Whereas the Ambulance Service is qualified and equipped to render emergency medical services within the eight counties and desires to participate within said Emergency Medical Communica-

tions System.

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1. The Ambulance Service agrees to participate in the Emergency Medical Communications System to the extent capable.

2. The Ambulance Service agrees to accept custody of radio(s) and/or related equipment provided by the County, and permit same to be installed in its vehicle(s) in a manner meeting the requirements of the County.

Micro Fiched

3. The Ambulance Service certifies that each ambulance to be radio equipped as part of said Emergency Medical Communications System is a qualified emergency ambulance currently holding a valid emergency vehicle permit issued by the California Highway Patrol, or is a publicly owned and authorized emergency vehicle within the definitions of the California Vehicle Code.

4. The Ambulance Service shall be liable for the cost of any repairs, and maintenance of said radio equipment, subsequent to the first year of operational use. Ambulance operator shall carry insurance covering radio equipment against any loss or damage and shall be responsible for replacement of that equipment. Any additional or future radio requirements, and/or replacement of said equipment due to obsolescence or deterioration, shall be the responsibility of the ambulance service.

5. Should the ambulance service terminate this agreement, cease to provide medical emergency transport service in the county, or fail to provide medical emergency transport service in accordance with County policy or contractual agreement, said radio equipment shall be returned to the County.

6. The Ambulance Service recognizes the County as the management agency for said communications system and agrees to conform to county radio operating procedures and maintenance requirements.

7. The County shall be permitted reasonable access to

radio equipment funded under this agreement and to any records pertaining to radio operations utilizing this equipment.

8. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Micro Fiched

9. This agreement shall be effective upon its execution and may be terminated without cause by either party upon giving sixty (60) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be deemed to be automatically renewed from year-to-year as of the first day of each succeeding fiscal year.

10. This agreement shall be valid for the installation of said radio equipment in three vehicles providing medical emergency transport services as of this date. Any additional radio requirements shall be the responsibility of the Ambulance Service.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tunyla J. Thompson

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
Deputy CLERK

BY _____
Authorized Representative
A-1 YOLO AMBULANCE SERV.

BY _____
Ambulance Service

Dated: 2-22-77

FEB 25 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-61

(AMBULANCE SERVICE AGREEMENT)

The following is an agreement between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County", and Winters Fire Protection District, hereinafter referred to as "Ambulance Service". Micro Fiched

Whereas the Department of Health, Education and Welfare provided funds under the Emergency Medical Services Act of 1973 (PL 93-154) to develop a Regional Emergency Medical Services Plan; and

Whereas a plan to provide a positive means for each member county to implement certain standards of improved emergency medical services was prepared and adopted by eight counties to wit: El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, hereafter referred to as the Emergency Medical Services Joint Powers Agency; and

Whereas the Department of HEW and Office of Traffic Safety provided funds to implement an improved communications systems within the above counties; and

Whereas the said eight counties have created a Joint Powers Agency under Section 6500 (et seq) of the Government Code, to operate an Emergency Medical Communications System within the eight county area; and

Whereas the initial implementation of the Communications System is to provide radios to the participating hospitals and ambulance services so that direct voice to voice communications may be carried on between said hospitals and said ambulance services to the benefit of the sick and injured of the Region; and

Whereas the Ambulance Service is qualified and equipped to render emergency medical services within the eight counties and desires to participate within said Emergency Medical Communica-

tions System.

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1. The Ambulance Service agrees to participate in the Emergency Medical Communications System to the extent capable.

2. The Ambulance Service agrees to accept custody of radio(s) and/or related equipment provided by the County, and permit same to be installed in its vehicle(s) in a manner meeting the requirements of the County.

Micro Fiched

3. The Ambulance Service certifies that each ambulance to be radio equipped as part of said Emergency Medical Communications System is a qualified emergency ambulance currently holding a valid emergency vehicle permit issued by the California Highway Patrol, or is a publicly owned and authorized emergency vehicle within the definitions of the California Vehicle Code.

4. The Ambulance Service shall be liable for the cost of any repairs, and maintenance of said radio equipment, subsequent to the first year of operational use. Ambulance operator shall carry insurance covering radio equipment against any loss or damage and shall be responsible for replacement of that equipment. Any additional or future radio requirements, and/or replacement of said equipment due to obsolescence or deterioration, shall be the responsibility of the ambulance service.

5. Should the ambulance service terminate this agreement, cease to provide medical emergency transport service in the county, or fail to provide medical emergency transport service in accordance with County policy or contractual agreement, said radio equipment shall be returned to the County.

6. The Ambulance Service recognizes the County as the management agency for said communications system and agrees to conform to county radio operating procedures and maintenance requirements.

7. The County shall be permitted reasonable access to

radio equipment funded under this agreement and to any records pertaining to radio operations utilizing this equipment.

8. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Micro Fiched

9. This agreement shall be effective upon its execution and may be terminated without cause by either party upon giving sixty (60) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be deemed to be automatically renewed from year-to-year as of the first day of each succeeding fiscal year.

10. This agreement shall be valid for the installation of said radio equipment in 1 vehicles providing medical emergency transport services as of this date. Any additional radio requirements shall be the responsibility of the Ambulance Service.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tunglas J Thompson

ATTEST:
LAURENCE P. HENIGAN, Clerk

BY Phyllis E. Lucas
Deputy CLERK

BY W. C. Burton Fire Chief
Authorized Representative

Winters Fire Dist.
BY Winters Fire Dept.
Ambulance Service

Dated: 2-22-77

FILED
FEB 25 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-62

(AMBULANCE SERVICE AGREEMENT)

The following is an agreement between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County", and Davis Ambulance Service, hereinafter referred to as "Ambulance Service". Micro Fiched

Whereas the Department of Health, Education and Welfare provided funds under the Emergency Medical Services Act of 1973 (PL 93-154) to develop a Regional Emergency Medical Services Plan; and

Whereas a plan to provide a positive means for each member county to implement certain standards of improved emergency medical services was prepared and adopted by eight counties to wit: El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, hereafter referred to as the Emergency Medical Services Joint Powers Agency; and

Whereas the Department of HEW and Office of Traffic Safety provided funds to implement an improved communications systems within the above counties; and

Whereas the said eight counties have created a Joint Powers Agency under Section 6500 (et seq) of the Government Code, to operate an Emergency Medical Communications System within the eight county area; and

Whereas the initial implementation of the Communications System is to provide radios to the participating hospitals and ambulance services so that direct voice to voice communications may be carried on between said hospitals and said ambulance services to the benefit of the sick and injured of the Region; and

Whereas the Ambulance Service is qualified and equipped to render emergency medical services within the eight counties and desires to participate within said Emergency Medical Communica-

tions System.

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1. The Ambulance Service agrees to participate in the Emergency Medical Communications System to the extent capable.

2. The Ambulance Service agrees to accept custody of radio(s) and/or related equipment provided by the County, and permit same to be installed in its vehicle(s) in a manner meeting the requirements of the County.

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3. The Ambulance Service certifies that each ambulance to be radio equipped as part of said Emergency Medical Communications System is a qualified emergency ambulance currently holding a valid emergency vehicle permit issued by the California Highway Patrol, or is a publicly owned and authorized emergency vehicle within the definitions of the California Vehicle Code.

4. The Ambulance Service shall be liable for the cost of any repairs, and maintenance of said radio equipment, subsequent to the first year of operational use. Ambulance operator shall carry insurance covering radio equipment against any loss or damage and shall be responsible for replacement of that equipment. Any additional or future radio requirements, and/or replacement of said equipment due to obsolescence or deterioration, shall be the responsibility of the ambulance service.

5. Should the ambulance service terminate this agreement, cease to provide medical emergency transport service in the county, or fail to provide medical emergency transport service in accordance with County policy or contractual agreement, said radio equipment shall be returned to the County.

6. The Ambulance Service recognizes the County as the management agency for said communications system and agrees to conform to county radio operating procedures and maintenance requirements.

7. The County shall be permitted reasonable access to

radio equipment funded under this agreement and to any records pertaining to radio operations utilizing this equipment.

8. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

Micro Fiched

9. This agreement shall be effective upon its execution and may be terminated without cause by either party upon giving sixty (60) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be deemed to be automatically renewed from year-to-year as of the first day of each succeeding fiscal year.

10. This agreement shall be valid for the installation of said radio equipment in four vehicles providing medical emergency transport services as of this date. Any additional radio requirements shall be the responsibility of the Ambulance Service.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tunyla J Thompson

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY [signature]
DEPUTY CLERK

BY [signature]
Authorized Representative

BY DAVIS AMBULANCE SERV. INC.
Ambulance Service

Dated: 2-22-77

77-02693V

FILED

FEB 25 1977

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 77- 63

(HOSPITAL AGREEMENT)

The following is an agreement between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County", and Regents of the University of California, hereinafter referred to as "Hospital".

Whereas the Department of Health, Education and Welfare provided funds under the Emergency Medical Services Act of 1973 (PL 93-154) to develop a Regional Emergency Medical Services Plan; and

Whereas a plan to provide a positive means for each member county to implement certain standards of improved emergency medical services was prepared and adopted by eight counties to wit: El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, hereafter referred to as the Emergency Medical Services Joint Powers Agency; and

Micro Fiched

Whereas the Department of HEW and Office of Traffic Safety provided funds to implement an improved communications systems within the above counties; and

Whereas the initial implementation of the Communications System is to provide radios to the participating hospitals and ambulances so that direct voice to voice communications may be carried on between said hospitals and said ambulances to the benefit of the sick and injured of the Region; and

Whereas the hospital is qualified and equipped to render medical services within the eight counties and desires to participate within said Emergency Medical Communications System:

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1. Hospital agrees to participate in the Emergency Medical Communications System to the extent capable.

2. Hospital agrees to accept custody of radio and/or related equipment provided by the County, and permit same to be installed

within its hospital in a manner meeting the requirements of the County.

3. Hospital shall be liable for costs of any repairs and maintenance of said equipment subsequent to the first year of operational use. The Hospital shall carry insurance covering the radio equipment against any loss or damage and shall be responsible for replacement of said equipment. Any additional or future radio requirements, and/or replacement of said equipment due to obsolescence or deterioration, shall be the responsibility of the Hospital.

Micro Fiched

4. Title of said radio equipment remains with County and should Hospital either (1) terminate this agreement, (2) convert its facilities from short-term to long-term, or (3) leave the short-term hospital business, said radio equipment shall be returned to County.

5. Hospital recognizes the County as the management agency for said communications system and agrees to conform to County radio operating procedures, maintenance requirements and all regulations pertaining thereto.

6. Hospital agrees not to install any pages or paging equipment to operate in conjunction with said base station without the approval of the County.

7. The County shall be permitted reasonable access to any radios funded under this agreement and to any records pertaining to radio operations utilizing this equipment.

8. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

9. This agreement shall be effective upon its execution and may be terminated without cause by either party upon giving sixty (60) days written notice of such termination to the other party.

In the absence of such notice of termination, this agreement shall be deemed to be automatically renewed from year-to-year as of the first day of each succeeding fiscal year.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tmpla J Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY _____
DEPUTY

BY _____
Authorized Representative

Regents of the University of California

BY (UCD Student Health Center)
Hospital

Dated: 2-22-77

77-02694 r

FILED
FEB 25 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 77- 64

(AMBULANCE SERVICE AGREEMENT)

The following is an agreement between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County", and Regents of the University of California, hereinafter referred to as "Ambulance Service".

Whereas the Department of Health, Education and Welfare provided funds under the Emergency Medical Services Act of 1973 (PL 93-154) to develop a Regional Emergency Medical Services Plan; and

Micro Fiched

Whereas a plan to provide a positive means for each member county to implement certain standards of improved emergency medical services was prepared and adopted by eight counties to wit: El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, hereafter referred to as the Emergency Medical Services Joint Powers Agency; and

Whereas the Department of HEW and Office of Traffic Safety provided funds to implement an improved communications systems within the above counties; and

Whereas the said eight counties have created a Joint Powers Agency under Section 6500 (et seq) of the Government Code, to operate an Emergency Medical Communications System within the eight county area; and

Whereas the initial implementation of the Communications System is to provide radios to the participating hospitals and ambulance services so that direct voice to voice communications may be carried on between said hospitals and said ambulance services to the benefit of the sick and injured of the Region; and

Whereas the Ambulance Service is qualified and equipped to render emergency medical services within the eight counties and desires to participate within said Emergency Medical Communica-

tions System.

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1. The Ambulance Service agrees to participate in the Emergency Medical Communications System to the extent capable.

2. The Ambulance Service agrees to accept custody of two radio(s) and/or related equipment provided by the County, and permit same to be installed in its vehicle(s) in a manner meeting the requirements of the County.

Micro Fiched

3. The Ambulance Service certifies that each ambulance to be radio equipped as part of said Emergency Medical Communications System is a qualified emergency ambulance currently holding a valid emergency vehicle permit issued by the California Highway Patrol, or is a publicly owned and authorized emergency vehicle within the definitions of the California Vehicle Code.

4. The Ambulance Service shall be liable for the cost of any repairs, and maintenance of said radio equipment, subsequent to the first year of operational use. Ambulance operator shall carry insurance covering radio equipment against any loss or damage and shall be responsible for replacement of that equipment. Any additional or future radio requirements, and/or replacement of said equipment due to obsolescence or deterioration, shall be the responsibility of the ambulance service.

5. Should the ambulance service terminate this agreement, cease to provide medical emergency transport service in the county, or fail to provide medical emergency transport service in accordance with County policy or contractual agreement, said radio equipment shall be returned to the County.

6. The Ambulance Service recognizes the County as the management agency for said communications system and agrees to conform to county radio operating procedures and maintenance requirements.

7. The County shall be permitted reasonable access to

radio equipment funded under this agreement and to any records pertaining to radio operations utilizing this equipment.

8. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. Micro Fiched

9. This agreement shall be effective upon its execution and may be terminated without cause by either party upon giving sixty (60) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be deemed to be automatically renewed from year-to-year as of the first day of each succeeding fiscal year.

10. This agreement shall be valid for the installation of said radio equipment in two vehicles providing medical emergency transport services as of this date. Any additional radio requirements shall be the responsibility of the Ambulance Service.

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J Thompson

ATTEST:

LAURENCE P. HENIGAN, Clerk

BY _____
Deputy CLERK

BY _____
Authorized Representative

Regents of the University of California

BY _____
Ambulance Service

Dated: 2-22-77

FILED

AGREEMENT NO. 77-65

FEB 25 1977

LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

(HOSPITAL AGREEMENT)

The following is an agreement between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County", and Davis Community Hospital, hereinafter referred to as "Hospital".

Whereas the Department of Health, Education and Welfare provided funds under the Emergency Medical Services Act of 1973 (PL 93-154) to develop a Regional Emergency Medical Services Plan; and

Micro Fiched

Whereas a plan to provide a positive means for each member county to implement certain standards of improved emergency medical services was prepared and adopted by eight counties to wit: El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, hereafter referred to as the Emergency Medical Services Joint Powers Agency; and

Whereas the Department of HEW and Office of Traffic Safety provided funds to implement an improved communications systems within the above counties; and

Whereas the initial implementation of the Communications System is to provide radios to the participating hospitals and ambulances so that direct voice to voice communications may be carried on between said hospitals and said ambulances to the benefit of the sick and injured of the Region; and

Whereas the hospital is qualified and equipped to render medical services within the eight counties and desires to participate within said Emergency Medical Communications System:

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1. Hospital agrees to participate in the Emergency Medical Communications System to the extent capable.

2. Hospital agrees to accept custody of radio and/or related equipment provided by the County, and permit same to be installed

within its hospital in a manner meeting the requirements of the County.

3. Hospital shall be liable for costs of any repairs and maintenance of said equipment subsequent to the first year of operational use. The Hospital shall carry insurance covering the radio equipment against any loss or damage and shall be responsible for replacement of said equipment. Any additional or future radio requirements, and/or replacement of said equipment due to obsolescence or deterioration, shall be the responsibility of the Hospital.

Micro Fiched

4. Title of said radio equipment remains with County and should Hospital either (1) terminate this agreement, (2) convert its facilities from short-term to long-term, or (3) leave the short-term hospital business, said radio equipment shall be returned to County.

5. Hospital recognizes the County as the management agency for said communications system and agrees to conform to County radio operating procedures, maintenance requirements and all regulations pertaining thereto.

6. Hospital agrees not to install any pages or paging equipment to operate in conjunction with said base station without the approval of the County.

7. The County shall be permitted reasonable access to any radios funded under this agreement and to any records pertaining to radio operations utilizing this equipment.

8. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee partnership, joint venture or association.

9. This agreement shall be effective upon its execution and may be terminated without cause by either party upon giving sixty (60) days written notice of such termination to the other party.

In the absence of such notice of termination, this agreement shall be deemed to be automatically renewed from year-to-year as of the first day of each succeeding fiscal year.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY _____
DEPUTY

BY _____
Authorized Representative

BY Davis Community Hospital
Hospital

Dated: 9-22-77

FILED

FEB 25 1977

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

AGREEMENT NO. 77- 66

(HOSPITAL AGREEMENT)

The following is an agreement between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County", and Woodland Memorial Hospital, hereinafter referred to as "Hospital".

Whereas the Department of Health, Education and Welfare provided funds under the Emergency Medical Services Act of 1973 (PL 93-154) to develop a Regional Emergency Medical Services Plan; and

Micro Fiched

Whereas a plan to provide a positive means for each member county to implement certain standards of improved emergency medical services was prepared and adopted by eight counties to wit: El Dorado, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba, hereafter referred to as the Emergency Medical Services Joint Powers Agency; and

Whereas the Department of HEW and Office of Traffic Safety provided funds to implement an improved communications systems within the above counties; and

Whereas the initial implementation of the Communications System is to provide radios to the participating hospitals and ambulances so that direct voice to voice communications may be carried on between said hospitals and said ambulances to the benefit of the sick and injured of the Region; and

Whereas the hospital is qualified and equipped to render medical services within the eight counties and desires to participate within said Emergency Medical Communications System:

NOW, THEREFORE, PARTIES AGREE AS FOLLOWS:

1. Hospital agrees to participate in the Emergency Medical Communications System to the extent capable.

2. Hospital agrees to accept custody of radio and/or related equipment provided by the County, and permit same to be installed

within its hospital in a manner meeting the requirements of the County.

3. Hospital shall be liable for costs of any repairs and maintenance of said equipment subsequent to the first year of operational use. The Hospital shall carry insurance covering the radio equipment against any loss or damage and shall be responsible for replacement of said equipment. Any additional or future radio requirements, and/or replacement of said equipment due to obsolescence or deterioration, shall be the responsibility of the Hospital.

Micro Fiched

4. Title of said radio equipment remains with County and should Hospital either (1) terminate this agreement, (2) convert its facilities from short-term to long-term, or (3) leave the short-term hospital business, said radio equipment shall be returned to County.

5. Hospital recognizes the County as the management agency for said communications system and agrees to conform to County radio operating procedures, maintenance requirements and all regulations pertaining thereto.

6. Hospital agrees not to install any pages or paging equipment to operate in conjunction with said base station without the approval of the County.

7. The County shall be permitted reasonable access to any radios funded under this agreement and to any records pertaining to radio operations utilizing this equipment.

8. This agreement is an agreement by and between two independent contractors and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

9. This agreement shall be effective upon its execution and may be terminated without cause by either party upon giving sixty (60) days written notice of such termination to the other party.

In the absence of such notice of termination, this agreement shall be deemed to be automatically renewed from year-to-year as of the first day of each succeeding fiscal year.

COUNTY OF YOLO, a political subdivision of the State of California

BY Fenela J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE K. HENIGAN, CLERK

Micro Fiched

BY _____
DEPUTY

BY _____
Authorized Representative

BY Woodland Memorial
Hospital

Dated: 2-22-77

FILED
SEP - 4 1977
LAURENCE P. HENSLEY, CLERK
By Barbara Rodgers

AGREEMENT NO. 77-67

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY") and RUSSELL JAMES PAGENKOPF AND LORITA JANE PAGENKOPF, HIS WIFE, AND RONALD JAMES PAGENKOPF AND DONNA JEAN PAGENKOPF, HIS WIFE, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and EVAN LOWREY AND ELLEN M. LOWREY, HIS WIFE, entered into a Land Use Contract, Yolo County Agreement No. 70-109, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 of Official Records at Page 178.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-109.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

STATE OF CALIFORNIA)

COUNTY OF YOLO)

On this February 8, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared Lorita Jane Pagenkopf, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 8th day of February, 1977.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

Micro Fiched

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,
County of Marion } ss.

BE IT REMEMBERED, That on this 14 day of Feb, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RONALD JAMES PAGENKOPF

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that He executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.

My Commission expires 8-27-78

STATE OF CALIFORNIA,
County of Sacramento } ss.

On this 17th day of February in the year one thousand nine hundred and seventy-seven before me, Yvonne Knight, a Notary Public, State of California, duly commissioned and sworn, personally appeared RUSSELL JAMES PAGENKOPF

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the CALIF. County of SACRAMENTO the day and year in this certificate first above written.

YVONNE KNIGHT
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires April 19, 1980

Yvonne Knight
Notary Public, State of California.

My Commission Expires 4-19-80

Cowdery's Form No. 32—Acknowledgment—General. (C. C. Sec. 1189) 4/75

IN WITNESS WHEREOF, SUCCESSOR AND COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By _____
TWYLA W. THOMPSON, CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

SUCCESSOR

By _____
RUSSELL JAMES PAGENKOPF

By _____
LORITA JANE PAGENKOPF

By _____
RONALD JAMES PAGENKOPF

By _____
DONNA JEAN PAGENKOPF

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

(SEAL)

STATE OF OREGON
COUNTY OF POLK

On Feb. 11, 1977, Donna Jean Pagenkopf personally appeared and is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 11th of February 1977

_____
Notary Public for the State of Oregon

My Commission Expires June 21, 1978

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 7, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

Document XEROX 5259
CERTIFIED COPY

FILED
MAR - 4 1977
LAURENCE K. [illegible]
By Barbara Rodgers

BK.

AGREEMENT NO. 77-68

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and RAY WARREN HAMEL, OWEN WARD HAMEL, JOHN F. HAMEL AND MARY H. RUST, (hereinafter referred to as "SUCCESSOR"),

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. County and RICHARD H. HAMEL entered into a Land Use Contract, Yolo County Agreement No. 71-146, which was recorded in the Office of the County Recorder of the County of Yolo in Book 967 of Official Records at Page 156.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-146.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

/ / / / /

BOOK 1237 PAGE 330

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Fiched

BY _____
RAY WARREN HAMEL

BY _____
OWEN WARD HAMEL

BY _____
JOHN F. HAMEL

BY _____
MARY H. RUST

ATTEST:

LAURENCE F. HENIGAN, CLERK

_____ DEPUTY

(SEAL)

BOOK 1287 PAGE 831

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1971, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENZAN, COUNTY CLERK

By: Jane E. Thomas

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

BOOK 1237 PAGE 332

EXHIBIT "A"

The Southeast quarter (1/4) of Section 19, the West half (1/2) of Section 29, and the East half (1/2) of Section 30, all in Township 8 North, Range 3 East, M.D.B.&M.

Micro Fiched

STATE OF CALIFORNIA)
COUNTY of YOLO)

The Foregoing Instrument Is A Correct Copy Of The Original On File In This Office.

ATTEST March 16, 1977

LAWRENCE P. HERMOYAN

COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS, EX-OFFICIO CLERK OF THE [illegible] IN AND FOR THE COUNTY OF YOLO, STATE OF CALIFORNIA.

By Barbara Rodgers
Deputy

Vol. 1237 Page 330
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
MAR 24 1977
At 39 Min. Past 9 o'Clock A M
YOLO COUNTY, California
[illegible] Recorder
Fee Chg.

BOOK 1237 PAGE 333

5259

FILED
MAR 24 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 77-69

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY", and FRED C. HEIDRICK, JR. and SANDRA S. HEIDRICK, his wife, as Community Property, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and FRED HEIDRICK and HELEN HEIDRICK, his wife, entered into a Land Use Contract, Yolo County Agreement No. 71-580 which was recorded in the Office of the County Recorder of the County of Yolo in Book 1007 of Official Records at Page 517.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-580.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
TWYLA J. THOMPSON, CHAIRMAN OF THE BOARD OF SUPERVISORS

SUCCESSOR

BY _____
FRED C. HEIDRICK, JR.

BY _____
SANDRA S. HEIDRICK

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 22nd day of March, 1977, before me, the undersigned a Notary Public in and for the said county and state, personally appeared FRED C. HEIDRICK, JR. and SANDRA S. HEIDRICK known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 22nd day of MARCH, 1977.

Marvin L. Johnson
NOTARY PUBLIC

EXHIBIT "A"

all that real property situate in the "Unincorporated Area"

County of Yolo, , State of California, described as follows:

The East half of the Southeast Quarter of Section 35, Township 10 North, Range 1 East, M.D.B.&M.

Micro Fiched

EXCEPTING THEREFROM the following: BEGINNING at a point in the South line of Section 35, said point of beginning bears North 89° 46' 33" West, 1019.52 feet from the Southeast corner of Section 35; thence continuing along the South line of Section 35, North 89° 46' 33" West, 300.00 feet to the one-sixteenth section corner in the South line of Section 35; thence along the North-South one-sixteenth section line, North 00° 07' 07" East, 726.00 feet; thence leaving the one-sixteenth section line and parallel to the South line of Section 35, South 89° 46' 33" East, 300.00 feet; thence South 00° 07' 07" West, 726.00 feet to the point of beginning. COMPARED

RESERVING UNTO THE GRANTORS, for the term of their natural life, an undivided 1/2 interest in and to all oil, gas, minerals, and other hydrocarbon substances, in on or under the above described property. COMPARED

AGREEMENT NO. 77-70

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and DUNCAN C. McCORMACK, JR., P.O. BOX 3026, El Macero, California, 95618, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. County and THE HARVEY L. SORENSON AND MAUD C. SORENSON FOUNDATION, a non-profit California corporation, entered into a Land Use Contract, Yolo County Agreement No. 71-244, which was recorded in the Office of the County Recorder of the County of Yolo in Book 968 of Official Records at Page 686.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-244.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Fiched

BY _____
DUNCAN C. McCORMACK

BY _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____
DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

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WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

EXHIBIT "A"

PARCEL 1: The Northwest Quarter, the North half of the Southwest Quarter, and the North half of the South half of the Southwest Quarter of Section 18, and all of Section 19, Township 6 North, Range 3 East, M.D.B.&M.

EXCEPTING THEREFROM THE FOLLOWING: All that portion of the Southwest Quarter of Section 18 Township 6 North, Range 3 East, M.D.B.&M., more particularly described as follows: BEGINNING AT a point which is located North 00°04' West, 1321.40 feet, measured along the section line and South 89°44' East, 65 feet from the Southwest corner of said Section 18; thence from said point of beginning, North 00°04' West, 968 feet; thence South 89°44' East, 225 feet; thence South 00°04' East 968 feet; thence North 89°44' West 225 feet to the point of beginning.

PARCEL 2: The West half of Section 16, Township 6 North, Range 3 East, M.D.B.&M.

EXCEPTING THEREFROM the following described parcel of land: That portion of the West half of Section 16, Township 6 North, Range 3 East included in the land conveyed by S. Sweet Company, a corporation, to Sweetwater Company, a corporation, by deed dated April 26, 1929, and recorded August 31, 1929, in Book 7, Page 326, Yolo County Records, described as follows:
BEGINNING AT the Northeast corner of Section 17, Township 6 North, Range 3 East, M.D.B.&M., thence South 00°04' East 850 feet along the East line of said Section 17; thence North 89°51' East 100 feet; thence South 00°09' East 250 feet; thence South 89°51' West 300 feet; thence North 00°09' West 1100 feet, more or less, to the North line of said Section 17; thence South 89°37'30" East 200 feet, more or less, to the point of beginning.

PARCEL 3: The North half of Section 21, Township 6 North, Range 3 East, M.D.B.&M.

EXCEPTING THEREFROM those certain portions conveyed by S. Sweet Company, et al., to Holland Land Company, by deed dated August 1, 1918, recorded in Book 97 of Deeds, Page 127, described as follows:

(a) BEGINNING AT the Southeast corner of S.L.S. No. 862, Yolo County Surveys; thence following the Southerly boundary of said S.L.S. No. 862, North 89°04' West 112.3 feet; thence leaving said Southerly boundary of said S.L.S. No. 862, North 19°55'37" East 351.1 feet to a point on the Easterly boundary of said S.L.S. 862; thence following the said Easterly boundary of S.L.S. No. 862, South 01°16' West 331.9 feet, to the point of beginning, being a triangular shaped piece of land in the Southeast corner of S.L.S. No. 862, Yolo County Surveys, in the County of Yolo, State of California. This is in Southeast corner of Northeast Quarter of of Section 21, Township 6 North, Range 3 East.

(b) BEGINNING AT a point on the Southerly boundary line of S.L.S. 862, Yolo County Surveys, said point being North 89°04' West 112.3 feet from the Southeast corner of said S.L.S. No. 862, thence following the said Southerly boundary line of S.L.S. No. 862, North 89°04' West 105.7 feet to a point; thence leaving said Southerly boundary line North 19°55'37" East 681.5 feet to a point on the Easterly boundary line of said S.L.S. No. 862, thence following the said Easterly line of S.L.S. 862, South 19°55'37" West 351.1 feet to the point of beginning. This is in the Southeast corner of Northeast Quarter of Section 21, Township 6 North, Range 3 East.

(c) ALL THAT certain piece, parcel, or tract of land lying and being in the County of Yolo, State of California, and being a portion of the Northeast Quarter of Section 21, Township 6 North, Range 3 East, M.D.B.&M., also being a portion of Swamp Land Survey No. 862, Yolo County Surveys, and being more particularly described as follows (basis of bearings and coordinates is California State Coordinate System for Zone 11):

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PARCEL 3: (Continued):
(c) (Continued):
BEGINNING AT the Northeast corner of said Section 21, coordinates of said point of beginning being North 251, 795.92, East 2,103,875.16; thence along the East line of said Section 21, South 01°07'27" West 2007.83 feet; thence South 19°47'04" West 681.50 feet to a point on the South line of the Northeast Quarter of said Section 21; thence along the South line of the Northeast Quarter of said Section 21, North 89°14'29" West 1315.47 feet; thence leaving the South line of the Northeast Quarter of said section 21, North 19°47'18" East 2805.40 feet to a point on the North line of said Section 21, thence along the North line of said Section 21, South 89°14'20" East 635.67 feet to the point of beginning.

(d) All that certain piece, parcel, or tract of land lying and being in the County of Yolo, State of California, and being a portion of the Northeast Quarter of Section 21, Township 6 North, Range 3 East, M.D.B.&M.; also being a portion of Swamp Land Survey No. 862, Yolo County Surveys, and being more particularly described as follows (basis of bearings and coordinates is California State Coordinate System for Zone II):

BEGINNING AT a point on the North line of said Section 21, which point bears North 89°14'20" West 635.67 feet from the Northeast corner of said Section 21, coordinates of said point of beginning being North 251,804.36, East 2,103,239.55; thence South 19°47'18" West 2805.40 feet to a point on the South line of the Northeast Quarter of said Section 21, thence along the South line of the Northeast Quarter of said Section 21, North 89°14'29" West 227.43 feet; thence leaving the South line of the Northeast Quarter of said Section 21, North 19°47'18" East 2805.42 feet to a point on the North line of Section 21, thence along the North line of said Section 21, South 89°14'20" East, 227.42 feet to the point of beginning.

PARCEL 4: The Northwest Quarter of Section 29 and the East half of Section 30, Township 6 North, Range 3 East, M.D.B.&M.

EXCEPTING THEREFROM that portion that lies within the following described property:
All that certain piece, parcel or tract of land, lying and being in the County of Yolo, State of California, and being portions of Section 29, 30, and 31, Township 6 North, Range 3 East, M.D.B.&M., and being more particularly described as follows:
BEGINNING AT the Southwest corner of the Northwest Quarter of the said Section 31; thence from said point of beginning along the South line of the Northwest Quarter of said Section 31, South 89°09'59" East 2602.54 feet to the center of said Section 31; thence along the East line of the Northwest Quarter of said Section 31, North 00°07'18" West 2650.92 feet to the Quarter corner on the North line of said Section 31; thence along the North line of said Section 31, South 89°04'50" East 2605.94 feet to the Northeast corner of said Section 31; thence along the West line of the said Section 29, North 00°15'19" East 2646.90 feet to the Quarter corner on the West line of said Section 29; thence along the North line of the Southwest Quarter of said Section 29, South 89°25'16" East 2613.01 feet to the center of said Section 29; thence along the East line of the Northwest Quarter of said Section 29, North 00°21'06" East 300.00 feet; thence along a line which is parallel with and 300 feet Northerly of the South line of the Northwest Quarter of said Section 29 and the extension thereof, North 89°25'16" West 2613.51 feet; thence along a line which is parallel with and 200 feet Westerly of the West line of said Section 29, South 00°15'19" West 2649.69 feet; thence along a line which is parallel with and 300 feet Northerly of the North line of said Section 31, North 89°04'50" West 2610.93 feet; thence along a line which is parallel with and 400 feet Westerly of the East line of the Northwest Quarter of said Section 31 and the extension thereof, South 00°07'18" East 2651.23 feet; thence along a line which is parallel with and 300 feet Northerly of the South line of the Northwest Quarter of said

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EXHIBIT "A"

PARCEL 4: (Continued)
Section 31, North 89°09'59" West 2403.17 feet to a point on the West line of said Section 31; thence along the West line of said Section 31, South 00°14'48" East 300.05 feet, to the point of beginning.

PARCEL 5: The West Half of Section 30 and the Northwest Quarter of Section 31, all in Township 6 North, Range 3 East, M.D.B.&M.

EXCEPTING THEREFROM that portion thereof that lies within the following described property: All that certain piece, parcel or tract of land, lying and being in the County of Yolo, State of California, and being portions of Sections 29, 30, and 31, Township 6 North, Range 3 East, M.D.B.&M., and being more particularly described as follows:

BEGINNING AT the Southwest corner of the Northwest 1/4 of the said Section 31; thence from said point of beginning along the South line of the Northwest 1/4 of said Section 31, South 89°09'59" East 2602.74 feet to the center of said Section 31; thence along the East line of the Northwest 1/4 of said Section 31, North 00°14'18" West 2630.92 feet to the Quarter corner on the North line of said Section 31; thence along the North line of said Section 31, South 89°04'50" East 2608.94 feet to the Northeast corner of said Section 31; thence along the West line of the said Section 29, North 00°15'19" East 2646.90 feet to Quarter corner of the West line of said Section 29; thence along the North line of the Southwest 1/4 of said Section 29, South 89°25'16" East 2611.01 feet to the center of said Section 29; thence along the East line of the Northwest Quarter of said Section 29, North 00°21'06" East 300.00 feet; thence along a line which is parallel with and 300 feet Northerly of the South line of the Northwest Quarter of said Section 29 and the extension thereof, North 89°25'16" West 2611.31 feet; thence along a line which is parallel with and 200 feet Westerly of the West line of said Section 29, South 00°15'19" West 2645.89 feet; thence along a line which is parallel with and 300 feet Northerly of the North line of said Section 31, North 89°04'50" West 2610.93 feet; thence along a line which is parallel with and 200 feet Westerly of the East line of the Northwest Quarter of said Section 31 and the extension thereof, South 00°14'18" East 2651.23 feet; thence along a line which is parallel with and 300 feet Northerly of the South line of the Northwest Quarter of said Section 31, North 89°09'59" West 2403.17 feet to a point on the West line of said Section 31; thence along the West line of said Section 31, South 00°14'48" East 300.05 feet, to the point of beginning.

PARCEL 6: All of Section 20, and the Northeast Quarter of Section 29, both in Township 6 North, Range 3 East, M.D.B.&M.

PARCEL 7: The South half of the South half of the Southwest Quarter of Section 18, Township 6 North, Range 3 East, M.D.B.&M.

EXCEPTING THEREFROM all oil, gas and other minerals now or at anytime hereafter lying in or under the above described tract of land as conveyed by the following Grants or Assignments:

(a) Recorded September 22, 1955, in Book 465, Page 338
(b) Recorded December 3, 1954, in Book 439, Page 205
(c) Recorded December 31, 1954, in Book 441, Page 446
(d) Recorded December 31, 1954, in Book 441, Page 450
(e) Recorded January 17, 1955, in Book 442, Page 388
(f) Recorded March 29, 1955, Book 449, Page 190
(g) Recorded April 25, 1955, Book 451, Page 454
(h) Recorded June 2, 1955, Book 455, Page 177

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PARCEL 7 (Continued):
(i) Recorded June 13, 1955, Book 456, Page 107
(j) Recorded June 14, 1955, Book 456, Page 189
(k) Recorded June 30, 1955, Book 457, Page 509
(l) Recorded June 30, 1955, Book 457, Page 524
(m) Recorded July 21, 1955, Book 459, Page 408
(n) Recorded June 23, 1959, Book 577, Page 182

PARCEL 8: BEGINNING AT the Southeast corner of Section 17, Township 6 North, Range 3 East, M.D.B.&M., and running thence North 89°49'20" West along the Section line, 2526.93 feet; thence North 00°25'10" East, [illegible] feet; thence North 89°49'20" West, 107.87 feet; thence North 04°06'20" East, 1[illegible]2 feet to a point in a levee between two canals marked by an iron pipe set in concrete; thence following this levee between the two canals the following courses and distances: South 84°14' East 482.00 feet; South 77°28' East, 373.00 feet; South 81°48' East 200.00 feet; South 84°32' East 215.00 feet; South 75°33' East 200.00 feet; North 83°05' East, 278.00 feet; North 67°50' East 101.00 feet; North 53°28' East 550.00 feet; and North 43°05' East, 83.00 feet; thence leaving said levee South 89°59' East 241.00 feet to the East line of said Section 17; thence South 00°01' West, along the Section line, 4226.62 feet to the place of beginning

EXCEPTING THEREFROM all oil, gas and other minerals now or at anytime hereafter lying in or under the above described tract of land as conveyed by the following Grants and Assignments:

(a) Recorded September 22, 1955 in Book 465, Page 338
(b) Recorded December 3, 1954, Book 439, Page 205
(c) Recorded December 31, 1954, Book 441, Page 446
(d) Recorded December 31, 1954, Book 441, Page 450
(e) Recorded January 17, 1955, Book 442, Page 588
(f) Recorded March 29, 1955, Book 449, Page 190
(g) Recorded April 25, 1955, Book 451, Page 454
(h) Recorded June 2, 1955, Book 455, Page 177
(i) Recorded June 13, 1955, Book 456, Page 107
(j) Recorded June 14, 1955, Book 456, Page 189
(k) Recorded June 30, 1955, Book 457, Page 509
(l) Recorded June 30, 1955, Book 457, Page 524
(m) Recorded July 21, 1955, Book 459, Page 408
(n) Recorded June 23, 1959, Book 577, Page 182

Together with all mineral rights and hunting rights owned by The Harvey L. Sorensen and Maud C. Sorensen Foundation respecting the above-described property.

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AGREEMENT NO. 77-71

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY", and LINCOLN CHAN and MINNIE CHAN, HUSBAND AND WIFE, as Joint Tenants, (hereinafter referred to as "SUCCESSOR").

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and SAMUEL TALMADGE WOOD and FRANCES REGINA McMULLEN, married persons dealing with their sole and separate property, and FRANCIS B. CONNOLLY and JACQUELYN ANN CONNOLLY, who acquired title as JACQUELYN S. CONNOLLY, his wife, entered into a Land Use Contract, Yolo County Agreement No. 72-306 which was recorded in the Office of the County Recorder of the County of Yolo in Book 1052 of Official Records at Page 98.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 72-306.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Dingle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSORS

BY _____
LINCOLN CHAN

BY _____
MINNIE CHAN

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Kate E. Lucas DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1971, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

EXHIBIT "A"

County of Yolo, State of California, described as follows:

TRACT No's. 5, 6, and 7, according to the map or plat of land entitled "Plat or Tract of Land Owned by the Estate of C.V. Talmadge, lying in Township 6 North, Range 4, East, M.D.B.&M.," filed for record in the office of the Recorder of Yolo County, California, in Book 4 of Maps and Surveys, Page 27.

EXCEPTING THEREFROM that portion conveyed to the County of Yolo, by deed recorded May 19, 1958, Book 549, Page 202, Yolo County Records, described as follows:

Micro Fiched

PARCEL 1:
A portion of Tract 7 as said tract is shown on the map entitled "Estate of C.V. Talmadge" in Township 6 North, Range 4 East, M.D.B.&M., "filed in Maps and Surveys Book 4 at Page 27, Yolo County Records, said portion being more particularly described as follows:

A STRIP of land 100 feet in width, lying parallel and adjacent to the Southwesterly line of said Tract 7 and extending from Elk Slough to the Sacramento River, said strip being 4,000 feet, more or less in length.

PARCEL 2:
BEGINNING AT a point which point is the intersection of the Westerly base of the Sacramento River Levee and the Northerly line of Parcel 1 and running thence from said point of beginning Northwesterly along said line 70 feet; thence North 83°42'30" East, to a point at the Westerly base of said levee; thence Southerly along the base of said levee to the point of beginning.

BOOK

RECEIVED
FEB 21 1978
LAURENCE P. HENIGAN, Clerk
By ____ Deputy

FILED
FEB 21 1978
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

AGREEMENT NO. 77-72

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and WILLIAM PAYNE ASHDOWN III and CAROLYN D. ASHDOWN, General Delivery, Rumsey, California, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

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RECITALS:

1. County and EDWARD A. MORRIS and THORA VANETTE MORRIS, entered into a Land Use Contract, Yolo County Agreement No. 73-257, which was recorded in the Office of the County Recorder of the County of Yolo in Book 1092 of Official Records at Page 362.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 73-257.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

SUCCESSOR

BY _____
WILLIAM PAYNE ASHDOWN, III

BY _____
CAROLYN D. ASHDOWN

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____ DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On January 9, 1978, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Debra E. Conley
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF ~~YOLO~~ Los Angeles)

On this 4 January, 1978, before me, the undersigned a Notary Public in and for the said county and state personally appeared William Payne Ashburn III and Carolyn Ashburn known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 4th day of Feb., 1978.

Sandra VanderHayden
NOTARY PUBLIC

OFFICIAL SEAL
SANDRA VANDERHAYDEN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires June 30, 1981

EXHIBIT "A"

BEGINNING AT a point on the North line of Lot 20 as shown on the plat of the Smith and Ramsey Tract filed in the office of the County Recorder on July 13, 1942, in Book 1 of Maps, Page 38, which point is common to Lots 18, 19 and 20 as shown on said plat, which point is further described as being located South 42°00' East 1758.3 feet; South 48°45' West 1115.4 feet; South 41°15' East 85.1 feet and South 34°24' East 364 feet from the Quarter Section corner common to Sections 17 and 18 in Township 12 North, Range 3 West, M.D.B.&M., thence from said point of beginning along the line common to Lots 17 and 20, North 82°21' West 193.49 feet, and South 47°18' West 525 feet; thence along the line common to Lots 18 and 19, South 67°18' West 218 feet; South 75°11' West 198 feet; North 84°59-1/2' West 557.9 feet and South 83°33' West 182 feet to the Southwest corner of said Lot No. 19; thence North 09°14' West, along the West line of said Lot 18 and along the East line of Lot 19 a distance of 1250.0 feet to the corner common to Lots 18 and 19 and Lot 14, as shown on said plat, thence along the line common to Lots 14 and 19, North 82°44' West 114.4 feet and North 56°59' West 516 feet to the center line of Cache Creek; thence along the center line of Cache Creek the following courses and distances: South 10°32-1/2' West 1234.77 feet; South 17°35' East 700 feet; South 47°57' East 644 feet; South 32°08' East 953 feet; South 67°02' East 253 feet; North 2[illegible]' East 542 feet; North 57°14' East 434 feet; North 49°38' East 758 feet and South 80°11' East 1117 feet to a point which is South 54°24' East 1220 feet from the point of beginning; thence leaving center line of Cache Creek North 54°24' West 1220 feet to the place of beginning.

EXCEPTING THEREFROM an undivided 7/8ths interest in and to all oil, gas, minerals, and other hydrocarbons in and under the above described property, as reserved by Irma Ford in Deed recorded in Book 401 of Official Records, at Page 174.

COMPARED

Micro Fiched

RECEIVED
JAN 2 1978
LAURENCE P. HERMAN, Clerk
By ..... Deputy

AGREEMENT NO. 77-73

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and JOE GNOSS, JR., and NANCY A. GNOSS, HIS WIFE, as community property, (hereinafter referred to as "SUCCESSOR"),

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY and FRED HEIDRICK and HELEN HEIDRICK, HIS WIFE, entered into a Land Use Contract, Yolo County Agreement No. 69-236, which was recorded in the Office of the County Recorder of the County of Yolo in Book 935 of Official Records at Page 671.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 69-236.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

SUCCESSOR

BY _____
JOE GNOSS, JR.

BY _____
NANCY A. GNOSS

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____ DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1971, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

Pete E. Lucas

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

EXHIBIT "A"

County of Yolo, , State of California, described as follows:

The West half of the Northeast Quarter of Section 2, and the East half of the Northwest Quarter of Section 2, Township 9 North, Range 1 West, M. D. B. & M.

EXCEPTING THEREFROM the following: Micro Fiched

(a) BEGINNING at the Northwest corner of the Northeast Quarter of Section 2; thence East along the North line of said Section 2, being also the center line of Yolo County Road 24, a distance of 309.00 feet; thence South 00° 55' West 388.00 feet; thence West 529.00 feet; thence North 00° 55' East, 387.05 feet to the North line of the Northwest Quarter of said Section 2; thence North 89° 45' 15" East along said North line of said Northwest Quarter of Section 2, a distance of 220.00 feet to the point of beginning.

(b) BEGINNING at a point which bears South 89° 45' 15" West 220.00 feet from the North Quarter corner of Section 2; thence South 00° 55' West, 387.05 feet; thence West 338.30 feet; thence North 00° 55' East 385.60 feet to the North line of said Section 2; thence along said Section line North 89° 45' 15" East, 338.83 feet to the point of beginning.

RESERVING UNTO THE GRANTORS, for the term of their natural life, an undivided ½ interest in and to all oil, gas, minerals, and other hydrocarbon substances, in, on or under the above described property.

FILED
MAR 25 1977
LAURENCE P. HENIGAN, CLK.
By Carlmae Rodgers
DEPUTY

AGREEMENT NO. 77-74

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and MICHAEL MERKLEY RANCH, a corporation, (hereinafter referred to as "SUCCESSOR"),

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY and FLOYD B. RICE and EDNA B. RICE, his wife, entered into a Land Use Contract, Yolo County Agreement No. 69-249, which was recorded in the Office of the County Recorder of the County of Yolo in Book 934 of Official Records at Page 635.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 69-249.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

SUCCESSOR

BY _____
MICHAEL MERKLEY RANCH, a corporation

BY _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____ DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 7, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK
Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this March 25, 19 77, before me the undersigned County Clerk of the County of Yolo, personally appeared Michael Merkley, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 25th day of March, 19 77.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

EXHIBIT "A"

all that real property situate in the Unincorporated Area

County of Yolo, State of California, described as follows:

The North one-half and the Southwest one-quarter of Section 17, Township 9 North, Range 1 West, M. D. B. & M.

Micro Fiched

7262

AGREEMENT NO. 77-75

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY", and ROBERT J. SLAVEN and ETHEL M. SLAVEN, HIS WIFE, as Joint Tenants, (hereinafter referred to as "SUCCESSOR").

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and JAMES J. SLAVEN AND EDNA M. SLAVEN, HIS WIFE, entered into a Land Use Contract, Yolo County Agreement No. 70-458 which was recorded in the Office of the County Recorder of the County of Yolo in Book 960 of Official Records at Page 386.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-458.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

RECORDED DOCUMENT

/ / / / /

/ / / / /

FILED

LAWRENCE P. HENIGAN

By Barbara Rodgers

1242 123

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this APRIL 15, 1977, before me, the undersigned a Notary Public in and for the said county and state personally appeared ROBERT J. SLAVEN AND ETHEL M. SLAVEN known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 15th day of APRIL, 1977.

NOTARY PUBLIC Evelynn J. Puett

EVELYNN J. PUETT
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1980

BOOK 1242 PAGE 125

EXHIBIT "A"

the real property is in the County of Yolo — Unincorporated area — State of California, described as:

The East one-half of the Southwest Quarter of Section 18, Township 11 North, Range 1 East, M.D.B.&M.

EXCEPTING THEREFROM THE FOLLOWING, TO-WIT:
BEGINNING at the Northeast corner of the Southwest corner of said Section 18; thence South along the East line of said Southwest Quarter, 1320.00 feet, more or less to the Southeast corner of the Northeast Quarter of the Southwest Quarter of said Section 18; thence West along the South line of the Northeast Quarter of the Southwest Quarter of said Section 18, 586.00 feet; thence North and parallel to the East line of the Northeast Quarter of the Southwest Quarter of said Section 18; 1320.00 feet more or less to the North line of said Northeast Quarter of the Southwest Quarter of said Section 18; thence East along said North line 586.00 feet to the point of beginning.

Micro Fiched

Vol. 1242 Page 123
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
APR 22 1977
At 47 Min. Past 12 o'Clock PM.
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG

STATE of CALIFORNIA } ss.
COUNTY of YOLO

The Foregoing Instrument Is A Correct Copy Of The Original On File In This Office.

ATTEST April 21 19 77

By Barbara Rodgers Deputy

BOOK 1242 PAGE 126

7262

AGREEMENT NO. 77-76

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY", and Irvin K. Clark and Earleen P. Clark, as Joint Tenants, (hereinafter referred to as "SUCCESSOR").

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and RUTH E. SCHRADER entered into a Land Use Contract, Yolo County Agreement No. 73-246, which was recorded in the Office of the County Recorder of the County of Yolo in Book 1092 of Official Records at Page 501.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 73-246.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO

SUCCESSOR

Micro Fiched

BY _____
IRVIN K. CLARK

BY _____
EARLEEN P. CLARK

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

EXHIBIT "A"

Record Description:

That certain real property situated in the County of Yolo, State of California, described as follows:

Portion of S. L. S. No. 369, consisting of tracts numbers 14 and 15, as shown and designated on a certain subdivision of said S. L. S. No. 369 and other lands, made by J. C. Boyd, Civil Engineer, and certified by him as correct in August, 1915, and filed in the office of the County Recorder of the County of Yolo, State of California, on the 18th day of September, 1915, Said tracts numbers 14 and 15 each containing 20.03 acres of lands.

Micro Fiched

AGREEMENT NO. 77-77

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and RICHARD G. GROESBECK and JUDY ANN GROESBECK, HIS WIFE, AS JOINT TENANTS, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and NORMAN H. JARED AND FLORENCE JARED, HIS WIFE, entered into a Land Use Contract, Yolo County Agreement No. 72-69, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 of Official Records at Page 96.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 72-69.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
TWYLA J. THOMPSON, CHAIRMAN OF THE BOARD OF SUPERVISORS

SUCCESSOR

BY _____
RICHARD G. GROESBECK

BY _____
JUDY ANN GROESBECK

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

Micro Fiched

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 197 7, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

EXHIBIT "A"

the following described real property in the
County of Yolo, , State of California:

PARCEL 1: All that portion of the SE 1/4 of Section 1, T. 9 N., R. 2 W., M.D.B.&M., described as follows:

Commencing at the Southeast corner of said Section 1, and running thence West along the South line, a distance of 20.00 chains to the true point of beginning of the parcel of land to be herein described; thence North 40 chains to the North line of said SE 1/4; thence West, along said North line, 13.75 chains; thence South 40.00 chains to the South line of said SE 1/4; and thence East, 13.75 chains to the true point of beginning.

Micro Fiched

PARCEL 2: All that portion of the Southeast Quarter of Section 1, T. 9 N., R. 2 W., M.D.B.&M., described as follows:
Beginning at a point in the center of Section 1, T. 9 N., R. 2 W., M.D.B.&M., and running thence East 5.96 chains; thence South 34.37 chains to the centerline of the County Road; thence along the centerline of said County Road, North 88° West, to a point in the West line of the Southeast Quarter of said Section 1; thence North along the West line of said Southeast Quarter to the point of beginning.

AGREEMENT NO. 77-78

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and GEORGE S. FORBES and FLORENCE E. FORBES, HIS WIFE, as community property, an undivided 60% interest; GEORGE S. FORBES, as his sole and separate property, an undivided 40% interest, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and GEORGE S. FORBES and FLORENCE E. FORBES, HIS WIFE, AND JAMES E. McFARLAND AND LOUISE A. McFARLAND, HIS WIFE, entered into a Land Use Contract, Yolo County Agreement No. 70-70, which was recorded in the Office of the County Recorder of the County of Yolo in Book 938 of Official Records at Page 45.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-70.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Fiched

BY _____
GEORGE S. FORBES

BY _____
FLORENCE E. FORBES

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____
DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 7, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

EXHIBIT "A"

County of YOLO , State of California, described as follows:

A portion of the Northwest Quarter of Section 6, Township 9 North, Range 1 West, and a portion of the North Half of Section 1, Township 9 North, Range 2 West, M.D.B.&M., Yolo County, California, being more particularly described as follows:

BEGINNING at a point on the East line of the said Northwest Quarter of Section 6, said point bearing North 1315.80 feet from an iron pipe monument marking the center of said Section 6 as delineated on that certain map filed in Book 8 of Maps and Surveys, Page 92, Yolo County Records; thence from said point of beginning South 68° 51' West 6139.24 feet; thence South 00° 19' 45" East 1327.98 feet to a point on the South line of said North Half of Section 1, Township 9 North, Range 2 West; thence along an ancient fence line South 89° 54' West 1867.59 feet, more or less, to an ancient fence line on the West line of said Section 1; thence along said west line of Section 1, North 00° 32' West 2640.00 feet more or less to the Northwest corner of said Section 1; thence along the North lines of said Section 1, Township 9 North, Range 2 West, and Section 6, Township 9 North, Range 1 West, North 88° 51' East 7906.7 feet, more or less, as delineated on that certain map filed in Book 2 of Maps, Page 24; thence along the East line of said Northwest Quarter of Section 6, South 1324.1 feet, more or less, to the point of beginning.

Micro Fiched

Excepting and reserving unto James E. McFarland and Louise A. McFarland, a 50% interest in all of the oil and gas rights, including 50% of the basic rental and royalty payments, if any, thereon until midnight, July 17, 1982, at which time all interest of James E. McFarland and Louise A. McFarland in the lease and in all oil, gas or other hydrocarbons or lease substances, as applicable to the above described real property, shall terminate. It is further understood and agreed that if Gulf Oil Corporation shall elect to terminate the oil and gas lease before the end of the primary term thereof, all rights of James E. McFarland and Louise A. McFarland, in all oil, gas or other hydrocarbons on the property shall immediately terminate.

Provided, however, in the event gas, oil or other hydrocarbons are discovered in said real property during the lease term, James A. McFarland and Louise A. McFarland shall retain the 50% interest in and to the oil and gas lease and in the gas, oil, or other hydrocarbons so long as such gas, oil or other hydrocarbons are found therein in paying quantities.

BK

CERTIFIED COPY

FILED

APR 29 1977

LAURENCE P. HENIGSMAN
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 77-79

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and DAVID L. DOBSON and SHARON P. DOBSON, HIS WIFE, as Joint Tenants, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. County and Charles W. Dungan and Mary M. Dungan HIS WIFE, entered into a Land Use Contract, Yolo County Agreement No. 71-385, which was recorded in the Office of the County Recorder of the County of Yolo in Book 974 of Official Records at Page 236.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-385.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

/ / / / /

BOOK 1243 PAGE 525

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Fiched

BY _____
DAVID L. DOBSON

BY _____
SHARON P. DOBSON

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____
DEPUTY

(SEAL)

Vol. 1243 Page 528
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
MAY 2 1977
At 36 Min. Past 8 O'Clock A M.
YOLO COUNTY, CALIFORNIA
_____ Recorder
NO CHG.

BOOK 1243 PAGE 529

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF ~~YOLO~~ Alameda)

On this April 19, 1977, before me, the undersigned a Notary Public in and for the said county and state personally appeared David L. Dobson and Sharon P. Dobson known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this ~~April~~ 19th day of April, 1977.

Miriam E. Barker
NOTARY PUBLIC

OFFICIAL SEAL
MIRIAM E. BARKER
NOTARY PUBLIC CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Sept. 6, 1978

BOOK 1243 PAGE 530

EXHIBIT "A"

Property

the following described Real Property in the State of California, County of YOLO

City of

PARCEL 1: Lots 85 and 86, and the East 6 acres of Lot 89, as shown on the Official map of Almond Acres, filed for record in the Office of the Yolo County Recorder on June 2, 1913, in Book 2 of Maps, Page 77.
PARCEL 2: Lots 87 and 88, as shown on the official map of Almond Acres, filed for record in the office of the Yolo County Recorder on June 2, 1913, in Book 2 of Maps, at Page 77.
EXCEPTING THEREFROM that portion of Lot 88, described as follows:
BEGINNING in a 2" iron pipe monument located at the Northwest corner of Lot 88, Almond Acres, as shown on the Official Map thereof, filed for record in the Office of the Yolo County Recorder on June 2, 1913, in Book 2 of Maps, at Page 77, and running thence South along the West line of said Lot, 230 feet; thence North 55° East, 400 feet to the Northeast corner of said Lot 88; thence West along the North line of said Lot, 320 feet to the point of beginning.
PARCEL 3: BEGINNING in a 2" iron pipe monument located at the Northwest corner of Lot 88, Almond Acres, as shown on the Official Map thereof: filed for record in the Office of the Yolo County Recorder on June 2, 1913, in Book 2 of Maps, at Page 77, and running thence South, along the West line of said Lot, 230 feet; thence North 55° East, 400 feet to the Northeast corner of said Lot 88; thence West along the North line of said Lot, 320 feet to the point of beginning.

Micro Fiched

STATE of CALIFORNIA
COUNTY of YOLO } SS.

The Foregoing Instrument Is A Correct Copy Of The Original On File In This Office.

ATTEST [illegible] 29 19 22

LAURENCE P. HENIGAN
COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
EX-OFFICIO CLERK OF THE BOARD OF EQUALIZATION IN AND FOR
THE COUNTY OF YOLO, STATE OF CALIFORNIA.

By [signature]
Deputy

BOOK 1243 PAGE 531

7910

AGREEMENT NO. 77-80

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and PATRICK SCRIBNER, a single man, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and KATHRINE SCRIBNER, a single woman, and SHARON SCRIBNER LOPEZ (who acquired title as Sharon Scribner), a married woman, dealing with her separate property, entered into a Land Use Contract, Yolo County Agreement No. 71-25, which was recorded in the Office of the County Recorder of the County of Yolo in Book 964 of Official Records at Page 322.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-25.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/ / / / /

/ / / / /

/ / / / /

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Fiched

BY _____
PATRICK SCRIBNER

BY _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____
DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1971, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this _____, 197___, before me, the undersigned a Notary Public in and for the said county and state, personally appeared

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this _____ day of _____, 197___.

_____
NOTARY PUBLIC

EXHIBIT "A"

all that real property situate in the Unincorporated Area

County of Yolo , State of California, described as follows:

Lots 3, 4 and 5 of Subdivision of Parts of Sections 5 and 6, Township 9 North, Range 1 West, and parts of Sections 31 and 32, Township 10 North, Range 1 West, filed November 24, 1900, Book 3 of Maps and Surveys, page 11, Yolo County Records.

Micro Fiched

EXCEPTING THEREFROM a portion of said Lot 3, described as follows:

BEGINNING at a point on the Northerly line of said Lot 3, that is distant South 76° 14' 28" East 368.93 feet from the Northwest corner of said Lot 3 as same appears on said map; thence from said point of beginning along the said Northerly line South 76° 14' 28" East 168.17 feet; thence leaving said Northerly line South 06° 46' 00" West 384.32 feet; thence North 83° 57' 20" West 166.94 feet; thence North 06° 46' 00" East 406.89 feet to the point of beginning and containing 1.516 acres of land.

BK.

FILED
APR - 1 1977
LAURENCE D. HORGAN, CLK
By [illegible]

AGREEMENT NO. 77-81

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and ROBERT THOMPSON and TWYLA THOMPSON, his wife, as Joint Tenants, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and ROBERT GRANT and ELSIE M. GRANT, his wife, entered into a Land Use Contract, Yolo County Agreement No. 70-130, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 of Official Records at Page 233.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-130.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H Edwards
Vice - CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Fiched

BY Robert Thompson
ROBERT THOMPSON

BY Twyla J Thompson
TWYLA J. THOMPSON

ATTEST:

LAURENCE P. HENIGAN, CLERK

Chas E Lucas
DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On Dec. 15, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS Known to me to be the Vice-Chairman the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ Deputy

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this April 1, 19 77, before me the undersigned County Clerk of the County of Yolo, personally appeared Robert Thompson and Twyla J. Thompson, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 1st day of April, 19 77.

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ Deputy

EXHIBIT "A"

all that real property situate in the **Unincorporated Area,**

County of **Yolo,** , State of California, described as follows:

Lot 1 of Schindler Ranch Subdivision of the Southeast Quarter of Section 2, Township 10 North, Range 1 East, M.D.B.&M., filed January 10, 1910, in Book 2 of Maps, at Page 21, Yolo County Records.

Micro Fiched

EXCEPTING THEREFROM the following:

(a) That portion conveyed to Herman H. Richter by deed recorded January 8, 1943, in Book 187 of Official Records, at Page 162, which lies Northeasterly of the Southern Pacific Railroad.

(b) That portion conveyed to the Northern Railway Company, a corporation by deed dated June 8, 1872 and recorded July 9, 1875, in Book S of Deeds, at Page 275.

(c) That portion conveyed to the State of California by deed dated February 17, 1967, and recorded April 19, 1967, in Book 852 of O. R. at Page 407.

RESERVING, however, unto the grantor an undivided one-half interest in all oil, gas and mineral rights for a period of ten (10) years from date of recording this deed; excepting, however, any annual per acre rental payment under any oil and gas lease during the term of this reservation shall go to the grantees herein.

FILED
NOV 28 1977
LAURENCE P. HINCAN, Clerk
By Debra E. Conley
Deputy

AGREEMENT NO. 77-82

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and HOWARD CHANDON, PAULINE VEST, CHARLYN EDGINGTON and JOSEPH L. CHANDON, JR., (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. County and DOROTHY E. CHANDON entered into a Land Use Contract, Yolo County Agreement No. 70-220, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 of Official Records at Page 466.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-220.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISOPS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

SUCCESSOR

BY _____
HOWARD CHANDON

BY _____
PAULINE VEST

BY _____
CHARLYN EDGINGTON

BY _____
JOSEPH L. CHANDON, JR.

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____ DEPUTY

(SEAL)

STATE OF CALIFORNIA,
County of Sonoma } ss.

On this 12th day of April in the year one thousand nine hundred and seventy-seven before me, Joan E. Johnson a Notary Public, State of California, duly commissioned and sworn, personally appeared Pauline Vest

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sonoma the day and year in this certificate first above written.

OFFICIAL SEAL
JOAN E. JOHNSON
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires Nov. 19, 1978

_____
Notary Public, State of California.

My Commission Expires _____

Cowdery's Form No. 32—Acknowledgment—General
(C. C. Sec. 1189) (Printed 11-10-67) 8221-0420-6

32

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On March 2, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

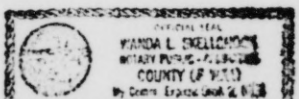
Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this November 23, 1977, before me, the undersigned a Notary Public in and for the said county and state, personally appeared HOWARD CHANDON and JOSEPH L. CHANDON, JR., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 23rd day of November, 1977.

Wanda L. Shellcroft
NOTARY PUBLIC

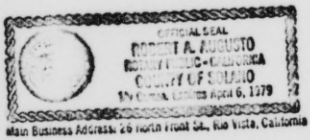


STATE OF CALIFORNIA, }
County of Solano } ss.

On this 29th day of March in the year one thousand nine hundred and Seventy Seven before me, Robert A. Augusto, a Notary Public, State of California, duly commissioned and sworn, personally appeared Charlyn Edgington

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Solano the day and year in this certificate first above written.



Main Business Address: 26 North First St., Rio Vista, California

Robert A. Augusto
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

EXHIBIT "A"

Dorothy E. Chandon

Assessor's Parcels No. 21-650-04 & 05

Micro Fiched

Lots 3,4,5,6,7, and 8 of the Subdivision of a part of Jury Ranch as shown on a map thereof filed for record in Map Book 3, page 18, Yolo County Records, and a tract of land beginning at the Southeast corner of Lot 2 of said Subdivision of a part of Jury Ranch and running thence N. 10° 17'E., 1571.12 feet up and along the East line of Lots 1 and 2 of said Subdivision and the projection of said East line to a point N. 10° 17'E., 568.94 feet from the NE corner of said Lot 1; thence N. 79° 45'W., 942.5 feet to the point of intersection with the East line of Lot 11 of said Subdivision and the projection of said line to a point N. 79° 45'W.,168.64 feet from the point of intersection of said line with the East line of said Lot 11; thence N. 10° 17'E., up and along a line parallel to the East line of Lots 11 and 12 of said Subdivision 1290 feet to the point of intersection with the North line of Lot 12 of said Jury Ranch Subdivision; thence Westerly along the North line of said Lot 12,773.91 feet to the NW corner of Lot 12; thence S. 10° 17'W., down and along the line of the lands of J.S. Craig and the lands of Cassie C. Griffin, 2854.38 feet to the SW corner of Lot 9 of said Jury Ranch Subdivision; thence S. 79° 45'E., along the South line of Lots 9 and 2 of said Subdivision, 1885 feet to the point of beginning.

1951

BOOK 936 PAGE 469

RECEIVED
AUG - 4 1978
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

14593

Recorded Document
FILED
AUG - 4 1978
LAURENCE P. HENIGAN, Clerk
By Deborah A. Conley Deputy

AGREEMENT NO. 77-83

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and WESLEY P. REIFF and CAROL B. REIFF, HIS WIFE, as Community Property, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY entered into a Land Use Contract with Ann Leathers and Marajean Scarfe, Yolo County Agreement No. 70-82, which was recorded in the Office of the County Recorder of the County of Yolo in Book 937 of Official Records at Page 356.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-82.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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BOOK 1321 PAGE 410

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Fiched

BY _____
WESLEY P. REIFF

BY _____
CAROL B. REIFF

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____ DEPUTY

(SEAL)

BOOK 1321 PAGE 411

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1971, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

By Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 1st day of June, 1978, before me, the undersigned a Notary Public in and for the said county and state, personally appeared Wesley P. Reiff and Carol B. Reiff known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 1st day of June, 1978.

Sheila J. Stiles
NOTARY PUBLIC

OFFICIAL SEAL
SHEILA J. STILES
Notary Public - California
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 29, 1980

BOOK 1321 PAGE 412

EXHIBIT "A"

Property

all that real property situate in the

County of Yolo , State of California, described as follows:

The Northeast Quarter of Section 28, Township 11 North, Range 2 East, M. D. B. & M.

EXCEPTING THEREFROM the following:

(a) That portion conveyed by Margaret Barney, et al., to Thomas F. Lauzenour by Deed dated October 8, 1863, and recorded November 5, 1883, in Book 35 of Deeds, at page 446, described as follows:

"A strip of land 30 feet wide off the East of the Northeast Quarter and off the North half of the Southeast Quarter of Section 28, Township 11 North, Range 2 East".

(b) That portion conveyed by Mary Etta Rafrd, a widow, to Dan G. Best, by Deed dated December 3, 1948, recorded December 7, 1948 in Book 291 of Official Records, at Page 128, described as follows:

Beginning at the Southwest corner of the Northeast Quarter of Section 28, Township 11 North, Range 2 East, M.D. B. & M., and running thence North along the said Section line 36 feet to a point; thence southeasterly to a point on the South line of said Quarter section, 36 feet East of the point of beginning thence West along the South line of said Quarter Section, 36 feet, to the point of beginning.

Micro Fiched

Vol. 1321 Page 410
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
AUG 7 1978
At 5 Min. Past 9 O'Clock A M
YOLO COUNTY, CALIFORNIA
Recorder
NO CHARG

PETE LUCAS
COURT HOUSE
WOODLAND, CA.,
95695

14893

BOOK 1321 PAGE 413

Book

LAURENCE P. [illegible], N. Clerk
By. Debra E. Corley Deputy

AGREEMENT NO. 77-84

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and ROBERT TIMOTHY, MAVIS E. TIMOTHY, ALFRED DALE BLICKLE, AND ELIZABETH CLAIRE BLICKLE, RT. 1, BOX 780, Woodland, California, (hereinafter referred to as "SUCCESSOR"),

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. County and ETHEL HOGLAND BATES entered into a Land Use Contract, Yolo County Agreement No. 70-64, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 of Official Records at Page 47.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-64.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

SUCCESSOR

Micro Filmed

BY _____
ROBERT TIMOTHY

BY _____
MAVIS E. TIMOTHY

BY _____
ALFRED DALE BLICKLE

BY _____
ELIZABETH CLAIRE BLICKLE

ECB

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____ DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

Micro Fiched

On March 7, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

Pete E. Lucas
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 23rd day of January, 1978, before me, the undersigned a Notary Public in and for the said county and state, personally appeared ROBERT TIMOTHY, MAVIS E. TIMOTHY, ALFRED DALE BLICKLE and ELIZABETH CLAIR BLICKLE known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 23rd day of JANUARY, 1978.

Elsie Hickey
ELSIE HICKEY - NOTARY PUBLIC

MY COMMISSION EXPIRES:
August 31, 1981.

EXHIBIT "A"

Ethel Hogland Bates

Assessor's Parcels No. 25-091-02 & 44

Micro Fiched

Commencing at a point which is N. 79° 21'W., 1748.70 feet from a monument which marks the SW corner of the Oakland Subdivision of a part of the Gordon Grant, as shown on a map thereof filed for record in Maps and Surveys Book 3, page 70, Yolo County Records; thence N. 79° 06' 30" W., along the South line of the Gordon Grant, 1394.59 feet to the SE corner of property conveyed to David P. Snyder, et al, by deed recorded in Book 271, O.R. 85; thence, along the East line of said Snyder Property, N. 0° 19'E., 5839.02 feet to the center of Cache Creek; thence Southeasterly down along Cache Creek to a point bearing N.0° 19'E., 5674.68 feet and thence N. 79° 06' 30"W., 718.75 feet from the point of beginning; thence, continuing along Cache Creek, S. 65° 05'E., 204.00 feet and S. 39° 05'E., 795.00 feet to a point; thence, leaving Cache Creek, S. 0° 08'W., 5102.00 feet to the point of beginning.

Excepting therefrom 5.0 acres, more or less, in the SE corner of the above described tract, conveyed to David L. Rodgers, et ux, in 837 O.R., 371.

BOOK 936 PAGE

FILED

Balma A. Rodgers

AGREEMENT NO. 77-85

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 1st day of March, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and GLEN ARVID CHRISTENSON, an unmarried man, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and KENNETH M. WILSON and BETTY J. WILSON, also known as BETTY JANE WILSON, his wife, entered into a Land Use Contract, Yolo County Agreement No. 70-106, which was recorded in the Office of the County Recorder of the County of Yolo in Book 936 of Official Records at Page 170.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-106.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN OF THE BOARD OF SUPERVISORS

SUCCESSOR

BY Glen Christenson
GLEN ARVID CHRISTENSON

BY Glen Arvid Christenson

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On March 2, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, COUNTY CLERK

Pete E. Lucas

BY ..... DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this March 24, 1977, before me, the undersigned a Notary Public in and for the said county and state, personally appeared GLEN ARVID CHRISTENSON known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 24 day of March, 1977.

OFFICIAL SEAL
SUSAN BURRIS LINDBERG
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires November 26, 1979

Susan Burris Lindberg
NOTARY PUBLIC

EXHIBIT "A"

The land referred to herein is described as follows:

All that real property situate in the County of Yolo, State of California and is described as follows:

PARCEL ONE:

Lot No. 1 and Lot No. 2 of the Amaranth Colony Tract, as shown on the Official Map or Plat of said tract filed March 22, 1894, in book 1 of Maps, at page 53, records of said Yolo County.

Micro Fiched

PARCEL TWO:

Beginning at a point the Northeast corner of Lot 2 Amaranth Colony Tract, Capay Valley, Yolo, Co., Cal., as shown by the map or plat thereof on file and of record in the Office of the County Recorder of Yolo County, and running thence East 100 feet to the Easterly line of Railroad Right of Way; thence Southerly along said Easterly line of Railroad Right of Way to the intersection of said Easterly line with the Southerly line of Lot 1 of said Tract; thence West 100 feet, a little more or less, to the West line of Railroad Right of Way; thence Northerly along said Westerly line of said right of way to the point of beginning.

FILED

MAR 1 5 1977

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 77-86

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 19 77, by and between

JACK G. HAYES

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Esparto Convenience Center

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Esparto Convenience Center

(Plan Index No. 217.054- .056) (WO # 1524)

Approved January 31, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 30 (thirty) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1.	Compacted Embankment	1,336 C.Y.	4.50	6,012.00
2.	Aggregate (Type B Asphalt Concrete)	151 Tons	20.00	3,020.00
3.	Paving Asphalt (AR-4,000, Asphalt Concrete)	9 Tons	100.00	900.00
4.	Class A Concrete (Retaining Wall)	32 C.Y.	50.00	1,600.00
5.	6" Reinforced Conc. slab	406 S.F.	2.50	1,015.00
6.	8" Reinf. Conc. slab	210 S.F	3.00	630.00
7.	12' Chain Link Swing gate (Type CL-6)	2 Ea.	300.00	600.00
8.	Install Gatehouse Plumbing	L.S.	2,200.00	2,200.00
9.	Install Gatehouse Electrical	L.S.	3,000.00	3,000.00
10.	Construct Gatehouse	L.S.	3,500.00	3,500.00
11.	Traffic Counter System	L.S.	940.00	940.00
	ESTIMATED TOTAL			$23,417.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

Deputy

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy

COUNTY OF YOLO

BY Gerald D. Thompson
Chairman of the Board of Supervisors
3-15-77

Micro Fiched

CONTRACTOR

BY Jack G. Hayes

Jack G. Hayes

Route 1, Box 2000

Davis, California 95616

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 231012.

YOLO COUNTY AGREEMENT NO. 77-87

COED NUMBER HERE

RECEIVED MAR 28 1977

FILED MAR 28 1977

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

Government Service Agreement

Xerox agrees to furnish and Customer agrees to hire the services of

4000 Copier - DAD

BILL CODE 27212

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule CP, as revised from time to time.

Contract No.	Group No.
ZC400630X000	

Micro Fiched

Customer Name and Billing Address	Installation Address
COUNTY OF YOLO	COUNTY OF YOLO
DISTRICT ATTORNEY'S OFFICE	DISTRICT ATTORNEY'S OFFICE
COURTHOUSE	906 SACRAMENTO AVE
WOODLAND, CA 95695	BRODERICK, CA 95605

Approved as to form

Dated .....

County Counsel of Yolo County

Earliest Customer Acceptance Date 2/1/77

Equipment Purchase Order Required ☐ Yes ☐ No, If Yes Complete Below:

Equipment Purchase Order No.: ..... From / / To / /

Special Reference Number .....

Customer authorizes initial supplies: X Yes: ..... No (Customer's Initials)

Supply Purchase Order No.: ..... Supply Agreement No.: .....

Supply Purchase Order ☐ Not Necessary ☐ Attached ☐ To Follow

CUSTOMER'S SIGNATURE

By: X Board of Supervisors, County of Yolo, State of

Title: X

XEROX CORPORATION

By: Kay J Bryce Date 3/11/77

Title: SSR Empl. No. 3586 Branch 5202

FILED

MAR - 8 1977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

AGREEMENT NO. 77 - 88

(Agreement Extending Term of Information & Referral and Transportation Agreement with the City of Winters)

THIS AGREEMENT executed this 8th day of March, 1977 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF WINTERS, a municipal corporation, incorporated under the laws of the State of California, hereinafter referred to as AGENCY.

WITNESSETH:

Micro Fiched

RECITALS:

1. COUNTY and AGENCY entered into an agreement to provide Information, Referral and Transportation services to older Americans, dated November 9, 1976, Yolo County Agreement #76-304, whereby AGENCY agreed to provide said services for COUNTY for a period terminating on December 31, 1976.
2. COUNTY and AGENCY desire to further extend the term of said Agreement #76-304, subject to the below stated terms and conditions.

AGREEMENTS:

1. The term of said Agreement #76-304 is extended to and shall terminate on December 31, 1977.
2. In consideration of the performance of the terms and conditions of said Agreement #76-304, as herein amended, COUNTY shall pay AGENCY the funds earned for each monthly reporting period. In no event shall the funds paid by COUNTY to AGENCY exceed the sum of ($900.00) Nine Hundred Dollars, which are the maximum total funds available under this Agreement. In no event will any claims by AGENCY against COUNTY be paid after December 31, 1977.
3. Performance standards attached to this Agreement are a part of this Agreement and reflect the performance expected of AGENCY during the period of this Agreement.

4. It is hereby mutually agreed and AGENCY hereby expressly acknowledges that an express condition precedent to the COUNTY'S duty to pay any funds pursuant to this Agreement is the receipt by COUNTY from the Area 4 Agency on Aging of the proportional share of COUNTY'S grant funds which are designated for payment to AGENCY. In said event, COUNTY'S obligation to pay shall be reduced in the same amount as the reduction of said grant funds, and AGENCY'S duty to perform shall be reduced in a like proportion.

5. In all other respects, the terms and conditions of said Agreement #76-304 are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of March 1977

COUNTY OF YOLO, a political sub-division of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

CITY OF WINTERS, a municipal corporation, incorporated under the laws fo the State of California

BY _____
MAYOR

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____, DEPUTY
(SEAL)

Attachments to this Agreement:

Exhibit A Performance Standards for Agency

Exhibit B Budget for Agency

APPROVED AS TO FORM
CHARLES D. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

FILED
MAR - 8 1977
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

AGREEMENT NO. 77 - 89

(Agreement for Information and Referral services for Older Americans)

THIS AGREEMENT, executed this 8th day of March, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, a non-profit corporation, incorporated under the laws of the State of California, hereinafter referred to as AGENCY.

WITNESSETH:

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I. RECITALS:

1. COUNTY is the recipient of a grant by the Planning Council, Area 4, Agency on Aging, pursuant to Title III of the Older Americans Act of 1965 § 303, for the purpose of providing an information and referral service for older Americans in Yolo County.

2. COUNTY proposes to provide a comprehensive information and referral service to the older Americans residing in Yolo County by contractual agreement with an existing non-profit agency which now provides services to older Americans in the entire geographical area of Yolo County.

3. AGENCY hereby represents that it is an existing non-profit corporation which now does provide services to older Americans in the entire geographical area of Yolo County and that it is able to provide the services which is the subject of this agreement.

II. AGREEMENT

1. MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, 716 Main Street, Woodland, Ca. agrees to perform information and referral services for older Americans in the geographical area normally within the scope of influence of AGENCY, and more specifically described as follows:

Entire geographical area of Yolo County

2. TERM: The term of this agreement shall be for no longer than one year beginning January 1, 1977 and ending December 31, 1977, hereinafter called the Original Term.

3. SERVICES PROVIDED: AGENCY agrees to perform the services as hereinafter specified for COUNTY, in accordance with the terms of this agreement.

4. COMPLIANCE WITH LAWS AND REGULATIONS: AGENCY agrees

a.) Payments made pursuant to this agreement are to be expended for purposes set forth herein, and for no other purpose, and in strict compliance with all applicable laws, regulations, policies and procedures of the

COUNTY, State of California, and the Administration on Aging of the United State Department of Health, Education and Welfare.

b.) AGENCY agrees to execute and abide by the assurance of compliance with the Civil Rights Acts of 1964 (Exhibit A) attached hereto and incorporated herein by this reference.

c.) AGENCY agrees that payments by COUNTY may be terminated at any time for violations of any terms, conditions, or requirements of this agreement.

d.) AGENCY further agrees to comply with all Federal, State and local laws and regulations relevant to the operation conducted by AGENCY and to keep in effect any and all Federal, State or local licenses, permits, notices and certificates that are required for the operation of AGENCY.

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e.) AGENCY agrees to comply with all applicable laws relating to wages, hours of employment and occupational safety.

f.) If Agency acquires capital assets with any Federal funds, AGENCY agrees to comply with all applicable Federal laws, rules and procedures relating to the acquisition, retention and disposition of said assets.

5. INSURANCE AND INDEMNITY: AGENCY agrees:

a.) AGENCY shall procure and maintain comprehensive personal injury and property damage liability insurance for any damages caused by vehicle used in AGENCY'S service operation, with policy limits of at least $300,000 for injury or death of one person in any one accident; $500,000 for injury or death of two or more persons in any one accident; and $100,000 for property damage in any one accident. Said insurance specifically shall designate COUNTY as an insured for all purposes.

~~b.) Performance Bond: AGENCY shall procure and maintain in the amount of the contract, a surety bond in favor of COUNTY by a surety company licensed by the State of California, and conditioned on AGENCY'S faithful performance of this agreement.~~ 3/8/77 3/10/77 3/8/77

c.) AGENCY agrees to provide COUNTY with certificates of insurance and bond as aforesaid to demonstrate that it has procured the required insurance and bond. AGENCY hereby represents that the following information accurately identifies and describes the liability insurance and performance bond:

INSURANCE:

1. Name of Insurance Carrier United States Fidelity & Guaranty Company # ICC 876548
2. Description of Policy Comp. Auto & General Liability & Property Damage
3. Limits of Policy $300,000 ea. person, $500,000 ea. Occurrence, $100,000 Property Damage
4. Effective Dates of Policy 4/19/76 - 4/19/77
5. Name and Address of Agent Lawson, Kleying & Johnston, Co., ~~165 Court St., Woodland, Ca. 95695~~

BOND:

6. Name of Bonding Company _____

7. Number of Bond _____

8. Limits of Bond _____

9. Effective Date of Bond _____

Furthermore, AGENCY agrees to provide COUNTY with any necessary permission required by the Liability Insurance Carrier and/or the Bonding Company to enable the insurance carrier and the bonding company to promptly notify COUNTY directly in the event that such liability insurance or performance bond is cancelled, terminated, or modified. Micro Fiched

d.) Indemnification: AGENCY agrees to indemnify, defend and hold harmless COUNTY, Area 4 Agency on Aging, the State of California, and their officers, agents and employees from any and all claims or losses resulting from the performance of this agreement by AGENCY, including both claims for any personal injury or property damage, and claims for any breach of contract between AGENCY and any person or firm which claim a breach of contract with AGENCY. AGENCY shall be and COUNTY shall not be, liable for all labor and any other expenses incurred by AGENCY in providing services pursuant to this agreement, and shall assume any and all responsibility for loss or damage resulting from the performance of this agreement by AGENCY. In the event that any claim is filed against AGENCY by any person or firm, for any damage arising out of the performance of this agreement, AGENCY agrees promptly to notify COUNTY of the fact.

e.) AGENCY shall provide at its own expense, necessary Workman's Compensation insurance coverage, and shall inform COUNTY of its Workman's Compensation Insurance carrier.

6. RELATIONSHIP OF PARTIES: AGENCY is, and shall be construed to be an independent contractor of COUNTY, and not an agent of COUNTY. No officer, employee, agent or contractor of AGENCY is, nor shall they be construed to be, an officer, agent of employee of COUNTY, of the Area 4 Agency on Aging, of the Federal Government, or the State of California, for any purpose.

7. REQUIRED RECORDS: AGENCY agrees:

a.) To provide monthly reports to COUNTY, with regard to AGENCY'S activities, specifically designating the activity and the time spent, prior to the release of any funds by COUNTY to AGENCY. Upon submission of the aforesaid written report, and its counter-signature indicating approval by Dunn Shafer, Staff Services Manager II, COUNTY shall pay to AGENCY funds earned to date. In no event shall the funds paid by COUNTY to AGENCY exceed the sum of $22,800 which are the maximum total funds available under this agreement. In no event will any claim by AGENCY against COUNTY be paid for expenses incurred after December 31, 1977. COUNTY shall make the aforesaid payment to AGENCY monthly within 30 days of presentation of valid claim. The final claim must be submitted prior to January 31, 1978.

b.) AGENCY agrees to place all money received from COUNTY in a separate account, and not to commingle said funds with funds received from any other source or pursuant to any other agreement, and to expend the same solely for the purpose set forth in this agreement.

c.) AGENCY shall keep sufficiently detailed records bearing upon service operations performed by AGENCY to allow COUNTY, or other authorized personnel to determine compliance by AGENCY with all applicable laws and regulations. Said records shall be maintained in the AGENCY project site, or at the appropriate agency of the State of California. Said records shall be maintained for no less than three (3) years from the termination of this agreement. COUNTY, representatives from the Area 4 Agency on Aging, or other Micro Fiched representatives or auditors of the U. S. Department of Health, Education and Welfare, shall be granted access to such records upon request.

d.) AGENCY furthermore shall submit monthly reports detailing in kind contributions received by AGENCY, said records shall be submitted monthly to COUNTY, and shall be sufficiently detailed to enable COUNTY to ascertain compliance with all conditions set forth herein, and the performance standard and budget submitted by AGENCY and attached hereto as Exhibits B and C and incorporated herein by this reference.

e.) AGENCY will, within (30) days from the close of the project year, provide COUNTY with an audit pursuant to guidelines established by Area 4 Agency on Aging. The audit to be performed by an independent auditor as selected by the CONCILIO or by the office of the Auditor-Controller of YOLO COUNTY. The General Accounting Office of the State of California, and COUNTY'S auditor, upon request shall have access to all such records for purposes of audit or review. Authorized representatives of COUNTY, Area 4 Agency on Aging, the California State Office of Aging, and the U.S. Department of Health, Education and Welfare shall have the right to conduct on site administrative reviews of the service operation provided by AGENCY and all records relevant to this agreement.

8. DISPOSITION OF CAPITAL ASSETS: AGENCY agrees that any equipment purchased by it in this project will be used for future senior citizens projects, and additional like equipment for future projects will not be required. New equipment for any subsequent Title III Older Americans program will be purchased only if said equipment cannot be secured from phased out Title III programs, or acquired from excess or surplus property. The Area 4 Agency on Aging, or the State of California, whichever is applicable, shall retain title to all equipment purchased or acquired, which is identified under the equipment portion of the budget attached hereto as Exhibit D. At completion of the project by AGENCY, AGENCY agrees to return to Area 4 Agency on Aging or to otherwise dispose of or retain such

equipment with prior written approval. A copy of said written approval shall be filed with the COUNTY or Area 4 Agency on Aging.

9. SALARIES: Salaries paid by AGENCY pursuant to this agreement shall be comparable to the prevailing salaries for similar work in the location of the service.

10. AGENCY agrees to maintain a management office and headquarters for the operations of AGENCY'S services at the address stated above as the address of AGENCY.

11. TERMINATION:

a.) COUNTY may terminate this agreement and be relieved of the payment of any consideration then due to AGENCY should AGENCY fail to perform any covenant herein contained at the time and in the manner herein provided. Each of the listed provisions of this agreement is, and shall be construed to be, both an independent covenant, and a condition, breach of any of which giving the COUNTY the right to rescind this agreement upon 20 days written notice to AGENCY. In the event of such termination, COUNTY may proceed with the services herein agreed to be performed by AGENCY, and to deduct the costs to COUNTY from any sum then due AGENCY under this Agreement.

Micro Fiched

b.) AGENCY may terminate this agreement at any time by giving COUNTY two weeks written notice of said termination.

12. ASSIGNABILITY: Neither the whole nor any part of this agreement is assignable to any person or firm without prior written authorization of COUNTY obtained.

13. This writing embodies the total agreement of the parties hereto, and shall supersede any other agreement, written or oral, prior to or contemporaneous with the execution of this agreement. No alteration, modification, or deletion of this Agreement shall be effective unless written and executed by the parties hereto or their successors in office.

14. AGENCY agrees that it understands that conditions of the Agreements between the Area 4 Agency on Aging and the California State Office of Aging, for calendar year 1977, and further agrees that all conditions contained in the aforesaid contract are applicable to this Agreement.

15. It is hereby mutually agreed and AGENCY hereby expressly acknowledges that an express condition precedent to the COUNTY'S duty to pay any funds pursuant to this Agreement is the receipt by COUNTY from the Area 4 Agency on Aging of the proportional share of COUNTY'S grant funds which are designated for payment to AGENCY. In said event, COUNTY'S obligation to pay shall be reduced in the same amount as the reduction of said grant funds, and AGENCY'S duty to perform shall be reduced in a like proportion.

(Number of Exhibits as follows:)

Exhibit A--Assurance of Compliance

Exhibit B--Performance Standards for Agency

Exhibit C--Budget for Agency

Exhibit D--Equipment Budget for Agency

COUNTY OF YOLO, a political subdivision of the State of California.

Micro Fiched

by _____
(Chairman of the Board of Supervisors)

MEXICAN-AMERICAN COUNCIL OF YOLO COUNTY, a non-profit corporation, incorporated under the laws of the State of California

by _____

President, Chairman of the Board or comparable authorized official

(CORPORATE SEAL)

ATTEST:

LAWRENCE P. HUNIGAN, CLERK

BY _____ DEPUTY

(SEAL)

APPROVED AS TO FORM
CHARLES O. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT A

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT
HEALTH, EDUCATION AND WELFARE REGULATIONS
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY, (hereinafter called
(Name of Subgrantee or Secondary Recipient)
the "Subgrantee") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education and Welfare (45 CFT Part 80) issued pursuant to that title, to the end that, in accordance with Title IV of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee received Federal financial assistance from

Micro Fiched

COUNTY OF YOLO, a recipient of
(Name of Grantor)
Federal financial assistance from the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees and assignees, and the person or persons whose signature(s) appear below is/are authorized to sign this assurance on behalf of the Subgrantee.

DATED March 8, 1977

MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY
(Subgrantee)

BY _____
(President, Chairman of Board, or comparable authorized official)

Board of Supervisors
Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695
(Recipient's mailing address)

COUNTY OF YOLO
by _____
Twyla J. Thompson, Chairman
Board of Supervisors, County
of Yolo, State of California.

EXHIBIT A

EXHIBIT B

PERFORMANCE STANDARDS FOR SUBGRANTEE

(MEXICAN-AMERICAN CONCILIO OF YOLO COUNTY)

Micro Fiched

PERFORMANCE CRITERIA	PLAN MONTHLY	PLAN CUMULATIVE
Information & Referral		
1. Planned number of Information transactions with Individuals	225	2700
2. Planned Number of Information transactions with agencies/ organizations	25	300
3. Planned number of Information transactions Total	250	3000
4. Planned number of Referral transactions	30	360
5. Planned number of Follow-Up transactions	60	720

EXHIBIT C

BUDGET

1977 CALENDAR YEAR

Micro Fiched

Miscellaneous Administration Supplies	$ 400
Reproduction Cost (I&R Pamphlets, Brochures, Newsletters)	950
Lease for Space & Utilities	640
Telephone Installation w/ Recording Device	190
Telephone Monthly Expense, incl/exchanges	847
Estimated Long Distance Calls	450
Postage	312
Transportation Reimbursement	442
Training	100
Salary, I&R Coordinator $750 x 12, plus 12% Benefits	10,080
Salaries, I&R Specialist (2) $2.50/hr, 20 hrs/wk x 2, x 52 wks, plus 12% Benefits	5,824
Salary, Secretary, 10% of full time $500/mo, plus 12% Benefits	672
Total Calendar Year 1977	$20,907
In-Kind Contribution, Volunteer Services	$ 2,650

EXHIBIT D

EQUIPMENT BUDGET

(To be purchased during 1/1/77 through 6/30/77 period of Agreement)

Micro Fiched

NOMENCLATURE	QUANTITY	UNIT PRICE	TOTAL COST
Desk	2	$250.	$ 500.
Desk Chair	2	125.	250.
File Cabinets-Legal	1	150.	150.
File Baskets	4	12.	48.
Index Card Holder 5" x 8"	2	4.50	9.
IBM Cardex File	3	24.	72.
Stapler	2	4.50	9.
Two Hole Punch	1	5.50	5.50
Electric Typewriter	1	850.	850.
		TOTAL	$1,893.

FILED

MAY 12 1977

LAURENCE D. HINICAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 77-90

AGREEMENT FOR WATER SERVICE IN EL MACERO

THIS AGREEMENT made and entered into this 15th day of March, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as County), and the CITY OF DAVIS (hereinafter referred to as City),

W I T N E S S E T H :

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WHEREAS, County and City have since 1960, through subdivision proceeding, required the construction of a water system including wells, pumps, distribution system and other appurtenances; and

WHEREAS, on November 7, 1966, City and County entered into an agreement of joint powers for the operation and maintenance of the water system, a large portion of which was annexed into City; and

WHEREAS, the water system as now existing is an integral unit regardless of the City or County boundaries; and

WHEREAS, there are economies that can be realized with only one entity operating the entire system; and

WHEREAS, City is equipped and staffed to operate and maintain the water system;

NOW, THEREFORE, in consideration of the foregoing and the following terms, covenants and conditions, it is mutually agreed that:

I. Definitions. For the purpose of this agreement, the following words and terms shall have the meanings respectively ascribed to them by this Section:

(A) "City" shall mean the City of Davis, its officers, agents and employees.

(B) "County" shall mean the County of Yolo, its officers, agents and employees.

(C) "County Service Area" shall mean the El Macero County Service Area as its boundaries now exist as shown on that certain map attached hereto, marked Exhibit A and made a part hereof.

(D) "Operation and Maintenance Cost" shall refer to both the direct and incidental cost demonstrated by general uniform cost accounting principles employed by City in its internal operations to be related to operating and maintaining the water system, including, but not limited to, the following Cost Items:

(1) Labor, including salaries and fringe benefits.

(2) Materials.

(3) Service including utilities and repairs.

(4) Insurance and employee bonds.

(5) Overhead and administration cost.

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Operation and Maintenance cost includes minor improvements.

(E) "Water System" shall mean wells, pumps, distribution pipes, mains and other appurtenances now existing or to be constructed by either future developer or City within the current boundaries of the County Service Area. Water system shall also include any water supply or mains outside County Service Area necessary to supply water within the County Service Area.

(F) "Future Water supply" shall mean any underground or surface water developed or acquired by the City for distribution within the City water system with provisions for supplying water to County Service Area.

(G) "Golf Course Purposes" shall refer to water needed to irrigate the fairways, greens, and other vegetation, and water needed to maintain the lakes or ponds on the golf course properties. The country club, outbuildings, and restrooms shall be considered as commercial establishments.

II. Statement of Purpose. The general purpose of this agreement is to provide domestic and irrigation waters, excluding golf course purposes, to areas lying within the current boundaries of the County Service Area by:

(A) Use of existing water system connected to City's water system.

(B) Provisions for replacement of supply and distribution systems.

(C) Operation and maintenance of existing water systems.

III. Relationship of the Parties. The relationship between City, County and County Service Area shall be that City shall finance, operate and maintain the water system both within the City and current boundaries of the County Service Area so long as County makes timely payment to City under the terms of this agreement.

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(A) Replacement. City shall replace any portion of the water system which wears out or fails or becomes inoperative for any reason.

(B) Water Supply. City shall operate and maintain the water supply system to provide sufficient domestic and irrigation water to the residences and commercial establishments within the County Service Area, excluding areas developed for golf course purposes.

(C) Future Water Supply. City shall develop whatever water supply may be necessary to continue the uninterrupted supply of water as provided in this agreement to the County Service Area. By this paragraph City shall be obligated to supply service to the County Service Area at least to the extent made available to other users of the water system; provided, however, City shall not be obligated to supply service to the County Service Area to any greater extent than that available to other users of the water system.

(D) County may, through revenues obtained from the County Service Area, choose to install new facilities or maintain existing facilities which will insure that the system within the boundaries of the County Service Area can be operated as a self-contained water system in the event of termination of this agreement.

Prior to the abandonment or construction of any major

unit of the water system within County Service Area, City and County shall consult and amend this agreement as appropriate.

(E) County shall cooperate with efforts of City in regard to the conservation of water. Appropriate ordinances shall be enacted by County which provide for the control of water waste and enforcement thereof.

(F) For each year that City operates, maintains and develops the water system County shall pay to City, only from revenue derived from the County Service Area, an amount equal to the City's operation and maintenance cost.

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(G) Water system improvements associated with the subdivision of land within the County Service Area shall be installed in accordance with City standards and plans shall be subject to prior concurrence of City. County shall collect an appropriate fee from subdividers within service area to reimburse City for cost of inspection of water system installations. County shall enact, enforce and collect an acreage or residential unit charge for any new development of capital improvements exclusively for water systems and water supplies covered by this agreement. Said charge shall be paid to City within thirty (30) days following collection.

(H) County will provide by the revenues available from the County Service Area an amount equal to any tax levied by City for the repayment of any bond issue necessary for the construction of capital improvements for the water system or water supply system. Said amount shall be a fee equal to the amount which would be produced by an ad valorem property tax levied uniformly on all property within County Service Area.

(I) City shall bill County at six (6) month intervals, as of each December 31st and June 30th, for its share of operation and maintenance cost, and capital improvements, if financed by G. O. Bond.

(J) Nonpayment. The parties hereto recognize that the

monetary obligations of County provided for by this agreement will be discharged solely from revenues derived from the County Service Area; however, notwithstanding the unavailability of such revenues, if within one (1) year of its obligation to do so County shall not appropriate and pay any such sums as are required to be paid by County under the terms of this agreement, this agreement shall become null and void. In such case, title to such real and personal property operated and maintained pursuant to the provisions herein sufficient to satisfy such unpaid monetary obligations of County to City, shall be transferred to City.

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IV. Term of Agreement. This agreement shall be binding upon the successors and shall remain in full force and effect until termination by mutual agreement of the parties hereto, or three (3) years' written notice of intention to termination by either party, which termination would take effect on any June 30th after retirement of all present or future bonds which may at the time of such notice be serviced by revenues paid pursuant to this agreement.

Notwithstanding the provisions of any prior agreement between the City of Davis and the County of Yolo, if and when this agreement is terminated as provided above all property, real and personal, located within the boundaries of the territory governed by this agreement, which shall have been operated and maintained pursuant to the provisions herein, shall remain the property of the County of Yolo acting by and through the County Service Area. The only exception to this shall be water production facilities which may have been installed by City subsequent to the date of this agreement. These facilities shall remain under ownership of City, and County shall be reimbursed for a proportionate share based on a ratio of the assessed valuations of City and County Service Area.

V. Indemnification. County agrees to indemnify and hold harmless City, its employees, agents and officers, against any and all claims, demands or causes of action allegedly arising out

of any act or omission to act of any officer, agent or employee of County or resulting from the condition of any property owned or controlled by County.

City agrees to indemnify and hold harmless County, its employees, agents and officers, against any and all claims, demands or causes of action allegedly arising out of an act or omission to act of any officer, agent or employee of City or resulting from the condition of any property owned or controlled by City.

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VI. Inspection of Records. County shall have the right to inspect those records of the City Parties which pertain to the project costs and operation and maintenance costs. Such records shall be available for inspection by representatives of the County during normal business hours of the City Parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly constituted officers and caused their seals to be affixed thereto and the same attested.

COUNTY OF YOLO

By Tenyla J. Thompson
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, Clerk

By Peter C. Lucas
Deputy

(SEAL)

CITY OF DAVIS

By Robert N Black
Mayor

By Howard P. Chen
City Clerk

Approved as to Form
Dated 5/16/77
County Counsel of Yolo County

NDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL YOLO COUNTY AGREE...

...OF CALIFORNIA
...1967 (1977)

IS AGREEMENT, made and entered into this 24th day of February, 19 77, the State of California, by and between State of California, through its duly elected or appointed, ...alified and acting;

TLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	State of California - Department of Aging	077-12

...after called the State, and

...nomic Opportunity Commission of Yolo County
...after called the Contractor.

ITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the ...te hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
...t forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

In order to carry out the purposes of Title 45 Code of Federal Regulations, Public Welfare, Chapter IX Administration on Aging, Part 909 pursuant to provisions of Title VII (Nutrition Program for the Elderly) of the Older Americans Act of 1965, as amended, the California Department of Aging has been authorized to receive funds for paying part of the costs for providing older Americans, particularly those with low incomes, with low cost, nutritionally sound meals served in strategically located centers where they can obtain other social and rehabilitative services. Besides promoting better health among the older segment of the population through improved nutrition, such a program is aimed at reducing the isolation of old age, offering older Americans an opportunity to live their remaining years in dignity.

Whereas, contractor having submitted an approved Project Grant Application, it is mutually agreed as follows:

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LAURENCE P. HENIGAN, Clerk
By ...
MAY - 4 1977

LAURENCE P. HENIGAN, Clerk
By Debra G. Dooley
MAY - 4 1977

...e provisions on the reverse side hereof constitute a part of this agreement.
...WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Aging	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): ECONOMIC OPPORTUNITY COMMISSION OF YOLO CO.
BY (AUTHORIZED SIGNATURE): Edwin C Kipperson	BY (AUTHORIZED SIGNATURE): Jungle J. Thompson
TLE: Director	TITLE: CHAIRPERSON, BOARD OF SUPERVISORS
	ADDRESS: 511 MAIN ST. - WOODLAND, CA. 95695

...CONTINUED ON 3 SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space

...ervices
APPROVED
APR 20 1977
...Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND
$ 40,208.75	Title VII Grant		Special Deposit
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES / FISCAL YEAR
$			1977
ADJ. INCREASING ENCUMBRANCE	FUNCTION		
$	Contractual Service		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	077.0.3 $ 7,851.22	
$	077.0.1 $31,884.73	077.0.2 $9,475.00	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: Gary Whitman — DATE: 3-8-77

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1091.13 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: Edwin C Kipperson — DATE: 3/23/77

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

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6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

1. (a) This project, "Not By Bread Alone", no. 70676076, shall be carried out in accordance with Title III of the Older Americans Act of 1965, as amended, the program regulations and directives thereto, federal and state laws, and the State Manual of Policies and Procedures: Standards for Individual Project Operations, all of which are or may be operative during the term of this contract.

(b) In addition this project shall be carried out consistent with the terms and conditions of the Project Grant Application as approved by the State in making this award.

(c) In the event of conflict between the provisions set forth in subparagraph 1 (a) and the terms and conditions of the Project Grant Application, the provisions listed in subparagraph 1 (a) shall control.

(d) In the event of conflict between provisions of this agreement and of the Project Grant Application, the provisions of this agreement shall control.

(e) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at Office on Aging, 455 Capitol Mall, Sacramento, California 95814.

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2. The approved Project Grant Application which is on file with the State is hereby incorporated by reference and is made part of this agreement.

3. The term of this agreement is from April 1, 1977 to December 31, 1977, subject, however, to earlier termination as herein provided.

4. In consideration of the on-going performance of the above in a manner considered satisfactory to the State, the State shall pay Contractor a total amount not to exceed $49,208.75, which is derived solely from federal funds and which shall be spent in accordance with the budget which is part of the approved Project Grant Application. A portion of the total contract amount shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement up to the total contract amount, upon receipt and approval of Report of Expenditures and Request for Payment (OA-30) by the State in quadruplicate (4) supported by a current monthly Report of Expenditures (OA-26) submitted in duplicate (2).

5. Contractor shall account for and maintain all funds received under the terms of this agreement separate from any other funds administered by Contractor. Contractor shall expend all funds received hereunder in accordance with this agreement.

6. In the event that Contractor shall fail or refuse, in the opinion of State, to conduct said project in accordance with the terms hereof or in the event of withdrawal or denial of appropriate and sufficient federal funding, State may suspend or terminate this agreement upon thirty (30) days written notice to Contractor, such notice to be effective on the date of mailing by Registered Mail to the address provided in writing by the Contractor and on file with the State. In the event that Contractor cannot continue the project for reasons beyond its control, Contractor may request termination of this agreement upon written notice to State at least thirty (30) days in advance of requested date of termination. Such notice shall be effective on the date of mailing by Registered Mail to the California Office on Aging at 455 Capitol Mall, Sacramento, California 95814. Contractor shall terminate the project only upon receipt of written notice of approval by State and in accordance with procedures and instructions set forth in said notice of approval.

7. Upon termination or expiration of this agreement Contractor shall return to the State immediately upon written demand any unencumbered funds, unearned funds, or any equipment purchased with funds provided under this agreement with the State.

8. Contractor shall at all times during the term of this agreement maintain complete records of its activities and expenditures hereunder in form satisfactory to the State, shall make all records pertaining to the project available for inspection and audit by the State or the federal government or their duly authorized agents at any time during normal business hours, and shall maintain and keep available all such records for a minimum of three years from the date of the Notice of Record Retention if State or federal audit has occurred or five years from the date of such notice if such audit has not occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the State. Records for non-expendable property which was acquired with federal funds shall be retained for three years after final disposition of such property pursuant to paragraph 16 hereto. Contractor shall timely submit all reports of its activities and expenditures as may be required by the State.

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9. In the event any subcontractor is utilized by the Contractor for any portion of the project, Contractor, nevertheless, retains the prime responsibility for carrying out all the terms of this agreement, including the responsibility for insuring the availability and retention of records of subcontractors in accordance with paragraph 8 hereto. Specifications for any subcontract shall be approved by the State in writing prior to award of that subcontract by Contractor.

10. Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of, the State of California.

11. For work or services performed under this agreement, no individual shall be paid wages or salary by Contractor either (1) in excess of $18.75 per hour during any 24-hour period, or (2) more than $150.00 for any 24-hour period, out of funds payable to Contractor hereunder.

12. Contractor shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964. As indication of his intent to comply, Contractor shall complete and sign an Assurance of Compliance with such regulations (AAM-441), which form, when completed and signed by Contractor, shall be attached hereto and incorporated herein by reference.

13. Contractor, within sixty (60) days after termination or after the ending date of this agreement as provided in paragraph 3, whichever is earlier, shall provide the State with an audit which has been performed by a Certified Public Accountant and which meets project audit standards specified by the State. Where Contractor is a public entity, the audit required herein may be performed by the Contractor's Chief Auditor or equivalent officer.

14. Authorized State or federal representatives shall have the right to inspect food preparation sites of the Contractor during the term of this agreement at any time during normal business hours.

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15. Authorized State or federal representatives shall have the right to evaluate Contractor's performance pursuant to this agreement on at least a quarterly basis, said evaluations to include but not be limited to inspection of premises and interviews of project staff and participants.

16. The State shall retain title to all capital asset equipment, which is purchased wholly or in part with Title VII funds. At termination or completion of the project, Contractor shall dispose of said equipment in accordance with Federal and State procedures. If the equipment is to continue to be used to further the purpose of the Older Americans Act, title to said equipment may be relinquished to the Contractor upon written approval by State of a request by Contractor to transfer ownership of the equipment to Contractor.

17. No waiver of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of Contractor and State.

18. As used through this agreement, the term, "shall", is mandatory; the term, "may", is permissive.

19. This agreement shall not be considered effective until signed by both parties hereto and approved by the State Department of General Services.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Economic Opportunity Commission of Yolo County (herein-
(Name of Subgrantee or Secondary Recipient)
after called the "Subgrantee") HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance from California Department of Aging, a recipient of
(Name of Grantor)
Federal financial assistance from the Department (hereinafter called "Grantor"); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and

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Add Form 441 (To be completed by applicant for any grant from the State Agency designated to implement the Older Americans Act. Where provision of facilities is involved, HEW Form 441 is to be executed.)

agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

Dated MARCH 15, 1977 ECONOMIC OPPORTUNITY COMMISSION OF YOLO CO.
(Subgrantee)

X By Lucile I Thomsen
(President, Chairman of Board, or comparable authorized official)

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511 MAIN ST.

WOODLAND, CA. 95695 Title CHAIRPERSON, BOARD OF SUPERVISORS
(President's mailing address)

FEB 2 1977
LAURENCE P. HANNIGAN, Clerk
By

RESOLUTION NO. 77-18

(A resolution Approving and Authorizing Execution of Agreement with the State of California Department on Aging for a Project Grant Pursuant to the Provision of Title VII of the Older Americans Act of 1965)

WHEREAS, The Economic Opportunity Commission of Yolo County, Inc. is currently operating an Elderly Nutrition Program; and

WHEREAS, priority target areas in Yolo County have been identified as having a high percentage of elderly and are currently being served under this Elderly Nutrition Program; and

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WHEREAS, persons sixty (60) years of age and older in these target areas are eligible for meals and related social services; and

WHEREAS, the Economic Opportunity Commission of Yolo County, Inc. has prepared a renewal application for Title VII funds at the request of State of California Department on Aging for a period covering April 1, 1977 - March 31, 1978; and

WHEREAS, the Economic Opportunity Commission of Yolo County, Inc. has submitted Standard Form 424, Notification of Intent Action for Federal Assistance for these Title VII funds, which was unanimously approved by the Human Services A-95 Review Committee, the Sacramento Regional Area Planning Commission, and the California State Clearinghouse; and

WHEREAS, the Administering Board of the Economic Opportunity Commission of Yolo County, Inc. has approved this proposal and directed the staff to take whatever steps are necessary to effect the final approval and implementation of said proposal for the coming year;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Economic Opportunity Commission of Yolo County, Inc. that the Chairman of the Governing Board is hereby authorized and directed to execute an Agreement with the State of California, acting through the California Department on

Aging, in connection with the acquisition of Title VII funds for use in the Yolo County Elderly Nutrition Program for the period from April 1, 1977 through March 31, 1978.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 22nd day of February, 1977 by the following vote:

AYES: Duncan, Barton, Edmonds, Marchand, Thompson.

NOES: None.

ABSENT: None.

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CHAIRMAN OF THE BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
By _____ Deputy

Approved as to Form
Dated 2-22-77
County Counsel of Yolo County
Deputy

STATE of CALIFORNIA } ss,
COUNTY of YOLO }

The Foregoing Instrument Is A Correct Copy Of The Original On File In This Office.

ATTEST Feb 23 1977
LAURENCE P. HENIGAN
COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
ENDORSED'S COPY OF AN ORDER OF INCORPORATION IN AND FOR
THE COUNTY OF YOLO, STATE OF CALIFORNIA

By _____ Deputy

NOTIFICATION OF NUTRITION PROJECT AWARD

CALIFORNIA DEPARTMENT OF AGING
918 J Street
Sacramento, California 95814

1. STATE PROJECT NUMBER: 70676076

2. BUDGET YEAR:
☐ FIRST ☒ SECOND ☐ _____
BEGINNING 4/1/77 , ENDING 12/31/77

3. TYPE OF AWARD ACTION:
☐ NEW ☒ CONTINUATION
☐ SUPPLEMENT ☐ REVISION

4. APPROVED PROJECT PERIOD:
BEGINNING 11/1/76 , ENDING 12/31/77

5. FISCAL YEAR FROM WHICH FUNDS ARE AWARDED:
FY 19 77

6. NAME AND ADDRESS OF RECIPIENT ORGANIZATION:
Economic Opportunity Commission of
Yolo County
511 Main St., Suite 309
Woodland, CA 95695

7. NAME AND ADDRESS OF PROGRAM DIRECTOR:
R. David Barnes
511 Main St., Suite 309
Woodland, CA 95695

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8. APPROVED COST

COST CATEGORIES	AMOUNT
A. PERSONNEL	$ 51,085.50
B. EQUIPMENT	1,385.00
C. ~~Rex~~ Food	23,346.25
D. TRAVEL (STAFF)	2,539.50
E. CONSULTANTS	-0-
F. OTHER COSTS	16,252.50
G. TOTAL DIRECT COSTS	94,508.75
H. INDIRECT COSTS: _____% OF $_____ BASE	-0-
I. TOTAL APPROVED BUDGET	94,508.75

9. COMPUTATION OF AWARD

A. TOTAL APPROVED BUDGET	$ 94,508.75
B. LESS ANTICIPATED PROJECT INCOME	7,312.50
C. ESTIMATED NET COST	87,196.25
D. LESS NON-FEDERAL RESOURCES	37,987.50
E. FEDERAL SHARE OF NET COST	49,208.75
F. LESS CARRY-OVER	-0-
G. AMOUNT OF THIS AWARD	49,208.75

10. REMARKS:

A. ☒ Not more than 19 % of this award may be expended for supporting social services.

B. ☒ Unless revised, the amount on Line E above, COMPUTATION OF AWARD, will constitute a ceiling for Federal participation in the approved cost.

C. ☒ The Federal share of a project cost is earned only when the cost is accrued and the non-Federal share of the cost has been contributed. Receipt of Federal funds (either through advance or reimbursement) does not constitute earning of these funds.

D. ☒ If the actual net cost is less than the amount on Line C above, COMPUTATION OF AWARD, the non-Federal share will meet 44 % and the Federal share will meet 56 % of the cost for the net cost for the project year of this award.

E. ☐ In accepting the grant herein awarded for support of the expanded portion of an existing program, the recipient agrees to maintain expenditures for the existing program in the amount of $_____ during the approved project period.

F. ☐ Other (use reverse side).

11. PAYEE:
Economic Opportunity Commission of
Yolo County
511 Main St., Suite 309
Woodland, CA 95695

12. ACCOUNTING INFORMATION:
077-12

Janet J. Levy, Director
NAME AND TITLE OF AUTHORIZING OFFICIAL

Elaine A Hypes
SIGNATURE

4/26/77
DATE

AGREEMENT NO. 77-92

CUBIC PRODUCTRON, INC.

ELECTION SERVICE AGREEMENT

SECTION I - SERVICES, COSTS AND PERIOD OF PERFORMANCE

1. This Agreement is entered into between CUBIC PRODUCTRON, INC., 798 F Street, Chula Vista, California, hereinafter known as "Vendor" and YOLO COUNTY, hereinafter known as the "Customer", to provide election support services, and the furnishing of necessary replacement parts on Cubic Vote Counters and Cubic buffers, owned or leased by the Customer for the fees and for the coming year shown below.

Description	Serial Numbers	Qty.	Fee/Unit/ Contract Yr.	Total Fee/ Contract Yr.
Vote Counters Model No.P-23	14,27,28,31,43,49, 56,63,78,89	10	$1,200.00	$12,000.00
Buffers Model CM11	30	1	$1,200.00	$ 1,200.00

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FILED
MAR 2 2 1977
LAURENCE P. HENIGAN, Clerk
By [signature] Deputy

2. Fees will be due thirty days after presentation of an invoice following approval of this agreement by the Customer and Vendor.

3. This Agreement is effective as of JULY 1, 1977 through and including the contract year ending JUNE 30, 1978. This Agreement supersedes and cancels any other election service agreement between Vendor and the Customer in effect prior to the effective date of this Agreement regarding the equipment listed above.

4. This Agreement is to be performed in the manner set forth in Section II "Terms and Conditions".

SECTION II - TERMS AND CONDITIONS

A. Equipment Maintenance

1. Concept of maintenance for the above described equipment shall consist of preventive maintenance, inspection and repair as necessary to assure compliance with Chapter 5, Section 14983 of the California Election Code (as amended in 1974) of all equipment.

2. Maintenance shall include repair or replacement of all defective parts and/or the incorporation of compliant substitute items as determined by the Vendor.

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3. Vote counters and buffers shall be made available for maintenance actions between scheduled elections in accordance with periodic maintenance schedules mutually agreed upon. This shall include the availability of the interfacing electronic data processing equipment when applicable and required for full system certification.

B. Election Support

1. Pre-election support, other than machine maintenance, is limited to the performance of machine-ballot compatability and shall be accomplished with the ballot to be used in the ensuing election within 30 days prior to that election.

2. Printing of ballot shall be in accordance with Cubic specification # BPI-2.

3. Ballots for accomplishing machine compatability shall be made available 30 days before the scheduled election.

4. The Customer shall notify Vendor at least 45 days in advance, in writing, when equipment will be used in forthcoming election.

5. The equipment shall be emplaced and connected to adequate electrical power on site within a reasonable time before the scheduled date of election, as mutually agreed between the parties, to allow Vendor or its authorized representatives, to adjust, check out, and complete any necessary connections to the equipment. Such reasonable time shall in no event be less than ten working days from the scheduled date of elections.

6. The Vendor shall have sufficient authorized representation during the equipment usage period for election purposes to assure the compliance of the equipment with the previously cited code. This agreement does not provide for any data processing support or service of data processing interfaces.

C. Exclusions and Liabilities

1. Labor, parts and expense necessary to repair damage caused by accident, civil disturbance, riot, fire, water, Acts of God, or forces of nature or unwarranted abuse, customer initiated overhaul or alteration of the equipment are not included in this Agreement. When such service is required, a quotation will be submitted for approval and contractual amendment prior to performance.

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2. This Agreement does not include the incorporation of new attachments, or providing operating supplies by Vendor. Any new attachment added to a machine during the period of this Agreement shall be incorporated by written amendment to this Agreement, after mutual agreement regarding adjustments to the Election Service Fee (if any) by such addition.

3. Vendor hereby agrees to defend, at Vendor's expense or to provide for the defense of the Customer in any litigation instituted against the customer which is based upon a claim of infringement of any United States Letters Patent arising out of the use of the equipment covered by this Agreement, whether such litigation be based upon a claim for damages, or injunction, or both. Vendor further agrees to assume and hold the Customer harmless from any monetary damages, if such should be awarded, against the Customer in any such litigation.

SECTION III - EXECUTION

This Agreement shall be binding upon its being duly executed by both of the parties hereto.

DATED 28 February 1977

Cubic Productron, Inc.

By John E Howell

Title President

By Ben Hemburg

Title Controller

DATED March 22, 1977

COUNTY OF YOLO

By x Twila J. Thomsen Chairman
Board of Supervisors, County of Yolo

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
Ex-Officio Clerk of the Board of Supervisors

By Gale E. Lucas Deputy

Approved as to Form

Dated

County Counsel of Yolo County

FILED
APR - 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 77-93

(Lease Agreement for use of Premises by the County of Yolo)

THIS AGREEMENT, made and entered into this 22nd day of March, 1977, by and between ROBERT WARREN, CAROLYN J. WARREN, BORIS H. RUEBNER, SUSAN RUEBNER, JOE P. TUPIN, and BETTY A TUPIN, hereinafter called "LESSOR", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "TENANT":

W I T N E S S E T H:

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AGREEMENTS:

1. LEASING AND DESCRIPTION OF PREMISES. LESSOR hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth approximately 1490 square feet situate on the second floor of the building located on the County of Yolo Assessor's Parcel No. 1-791-05-1, said second floor being known as 204 F Street, Davis, California, the same 1490 square feet situate being more particularly identified as Suites B, C and E on that floor per Exhibit "A" attached.

2. TERM. The term of this agreement shall commence on April 1, 1977, and shall terminate on March 31, 1979.

3. RENT. TENANT shall pay the sum of FIVE HUNDRED EIGHTY-ONE and 10/100 ($581.10) DOLLARS to LESSOR, by County Warrant, on the first day of each month during the term of this lease, commencing on April 1, 1977.

4. INCREASES IN REAL ESTATE TAXES. TENANT, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon its demand an amount equal to its proportionate share of all real estate taxes which shall, during the period of this lease be assessed against the premises of which the demised premises are a part in excess of the amount of all real estate taxes assessed against the premises for the fiscal year ending June 30, 1977. It is acknowledged

by the parties hereto that the demised premises represent only seventeen and seven-tenths percent (17.7%) of the premises subject to real estate taxes, and TENANT'S obligation to pay for increased real estate taxes shall be prorated accordingly.

5. USE. The herein demised premises shall be used and occupied by the County of Yolo for the purpose of offices or any other use reasonably related thereto.

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6. USE OF ADDITIONAL ACCOMMODATION. TENANT herein has been granted a license for the common use of hallways and restroom areas of the building of which the demised premises are a part, for the term hereof, and LESSOR hereby grants to TENANT (including TENANT'S employees, customer and invitees) in conjunction with other tenants of the building and their employees, customers and invitees the common use of the hallways and restroom areas of the building of which the rented premises are a part. TENANT is also granted the common use of the heating and air conditioning system of adequate capacity to maintain normal temperatures between 68° and 78°F.

7. PARKING. TENANT and its officers, agents, and employees, business invitees, and other people using the premises with the permission of the TENANT shall have a right to use two (2) of the parking spaces situate behind the subject premises. LESSOR shall designate and reserve the spaces that TENANT is entitled to use. TENANT shall have first priority for such parking spaces over other tenants.

8. ACCEPTANCE OF PREMISES: REPAIRS AND ALTERATIONS. The parties agree that the premises are rented unfurnished. LESSOR agrees to deliver up the premises in a clean and sanitary condition and in good repair, and TENANT agrees to keep said premises and all improvements thereon in a clean and sanitary condition and in good repair throughout the term of this lease at its

sole cost and expense, except for the roof and exterior walls which LESSOR agrees to keep in good repair at its expense, and upon the termination of this lease TENANT shall surrender said premises, including all improvements situate thereon, in as good condition as they were upon the commencement of this lease, ordinary wear and tear, damage by fire, Act of God, or by the elements excepted. It is further agreed that TENANT may make such interior non-structural modifications as TENANT may desire, provided only that said modifications shall be at the sole cost and expense of TENANT and provided that TENANT shall keep the demised premises and the property in which the demised premises are situate free and clear of any and all liens and encumbrances arising by any work performed, material furnished, or obligations incurred by TENANT. Notwithstanding anything to the contrary in this paragraph contained, the non-structural modifications to be made by TENANT, shall first be approved by LESSOR. TENANT may, at TENANT'S option, remove any such non-structural modifications at the end of the term hereof provided that TENANT shall repair any damage occasioned by such removal.

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9. DESTRUCTION OF PREMISES. In the event said premises shall, during the term of this lease, be destroyed or damaged by fire or other casualty to the extent that the same shall be unfit for TENANT'S use, the LESSOR shall have the option of cancelling and terminating this lease or rebuilding said premises within ninety (90) days next following said fire or other casualty. Within thirty (30) days after such destruction or damage, LESSOR shall notify TENANT of its intention and election in this regard, and LESSOR'S failure to give such notice shall terminate this lease. In the event LESSOR shall elect to rebuild said premises, such destruction or damage shall in no way annul or void this lease, except that

TENANT shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent of which the making of such repairs shall interfere with the business carried on by TENANT on said premises.

10. UTILITIES. LESSOR shall pay for all water, garbage, gas, heat, light, or power during the period of this lease. TENANT shall pay for all other utility services, including telephone.

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11. INCREASES IN UTILITIES. TENANT, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon LESSOR'S presentation of invoices billed to LESSOR by Pacific Gas & Electric Account No. GTY 176200 an amount equal to TENANT'S proportionate share of the utility rates (except water and garbage) paid by LESSOR which shall, during the term of this lease be charged against the account for 204 F Street, Davis, California, in excess of $150.00 per month. A twelve-month average will be used to determine the utility usage. It is acknowledged by the parties hereto that TENANT'S portion of the second floor premises known as 204 F Street, Davis, California is thirty-eight and one-tenths percent (38.1%), and TENANT'S obligation to pay for increased utility rates shall be prorated accordingly.

12. ENTRY BY OWNER. TENANT shall permit LESSOR or its agents to enter into the upon said premises at all reasonable times for the purpose of inspecting the same.

13. WASTE. TENANT shall not commit, or suffer to be committed, any waste, upon said premises, or any other public or private nuisance.

14. MAINTENANCE. Notwithstanding anything to the contrary in this lease contained, LESSOR shall be responsible for the maintenance of the mechanical, electrical, plumbing, air

conditioning, heating facilities and common areas (hallways and restrooms) on the subject premises. In the event that LESSOR fails or refuses to make such repairs or causes such repairs to be made, then TENANT may cause the same to be done at the expense of LESSOR and such expense shall be offset against any monies due by the terms hereof from TENANT to LESSOR. The TENANT will maintain the leased premises in a safe, operable, neat and clean condition at all times, and LESSOR agrees to keep said common areas in a neat and clean condition at all times.

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15. NON-LIABILITY OF LESSOR FOR DAMAGES. This lease is made upon the express condition that LESSOR is to be free from all liability and claim for damages by reason of any injury to any person or persons, including TENANT'S agent, servants, or employees, or property of any kind whatsoever and to whomsoever belonging including TENANT, from any cause whatsoever while in or upon the said demised premises set forth in Paragraph 1 hereof, expressly excluding the common entryways, vestibules, hallways and restrooms, during the period of this lease, or any occupancy hereunder, TENANT hereby covenanting and agreeing to indemnify and save harmless LESSOR from all liability, loss, cost and obligation or any of them on account of or arising out of any such injuries or losses however occurring.

16. INSURANCE. During the term of this lease agreement, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The lia-

bility under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

17. ASSIGNMENT OR SUBLETTING. TENANT shall not assign or sublet this lease, or any interest therein, without LESSOR'S permission first had and obtained. LESSOR will not unreasonably withhold permission for any subletting or assignment.

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18. WAIVER. The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant, or condition of this lease, regardless of LESSOR'S knowledge of such preceding breach at the time of acceptance of such rent.

19. BINDING ON SUCCESSORS. The terms, covenants, and conditions herein contained shall apply to and bind the successors in interest and assigns, if any, of both of the parties hereto. Provided, that nothing in this paragraph contained shall permit an assignment by TENANT in violation of the terms of Paragraph 17 hereof.

20. PARAGRAPH HEADINGS. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

21. NOTICES. Any notice required or permitted hereunder to be given to TENANT shall be deemed to have been given if mailed to the County Executive, Room 202, Courthouse, Woodland, California 95695, postage prepaid, and any notice required or permitted hereunder to be given to LESSOR shall be deemed to

have been given if mailed to LESSOR, postage prepaid, at the address of LESSOR from time to time specified by LESSOR.

22. CONDEMNATION. If any part of said premises shall be taken or condemned for a public use and a part thereof remains which is susceptive of occupation hereunder, this lease shall as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the TENANT shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining, after the condemnation, bears to the value of the entire premises at the date of condemnation; but in such event, LESSOR shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a part or portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises shall be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the LESSOR, and the TENANT shall have no claim thereto, and the TENANT hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages which the TENANT may become entitled to during the term hereof, by reason of the condemnation of all or part of the demised premises. If more than twenty percent (20%) of the useable floor space of the subject premises shall be taken, then TENANT may, in TENANT'S discretion, conclude conclusively that there remains no part of the subject premises which is susceptible of occupance hereunder.

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23. TRADE FIXTURES AND IMPROVEMENTS. Upon the termination of this lease or upon the vacation of the premises by TENANT as in this Agreement provided the TENANT may remove any improvements and any trade fixtures, furniture, and appliances, whether or

not the same are secured to the premises, providing that the premises are left in a condition consistent with Paragraph 8 hereof.

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24. MUTUAL RELEASE AND SURRENDER OF PREDECESSOR LEASE AGREEMENT. In and for consideration of the mutual execution of this lease agreement, LESSOR and TENANT mutually release the other from the terms of, and surrender and terminate the predecessor lease agreement hereto, being Yolo County Agreement No. 75-108 said release and termination to be effective on the date of execution hereof. This agreement shall fully and finally settle all demands, charges, claims, accounts or causes of action of any nature, known or unknown, arising out of or in connection with said Agreement No. 75-108. Each of the parties expressly hereby waives the provisions of Civil Code §1542. Each of the parties declares that it has made no assignment, sublease, transfer, conveyance or other disposition of said lease Agreement No. 75-108 or any claim or liability arising therefrom.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tungh J. Thomson
CHAIRMAN OF THE BOARD OF SUPERVISORS
4-7-77

TENANT

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

ROBERT WARREN

CAROLYN J. WARREN

BORIS H. RUEBNER

SUSAN RUEBNER

JOE P. TUPIN

BETTY A. TUPIN

LESSOR

Micro Fiched

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

Micro Fiche

FILED
APR - 7 1977
LAURENCE D. HENIGSEN Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 77-94

(Lease Agreement for use of Premises by the Welfare Department of the County of Yolo)

THIS AGREEMENT, made and entered into this 22nd day of March, 1977, by and between ROBERT WARREN, CAROLYN J. WARREN, BORIS H. RUEBNER, SUSAN RUEBNER, JOE P. TUPIN, and BETTY A. TUPIN, hereinafter called "LESSOR", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "TENANT".

W I T N E S S E T H: Micro Fiched

AGREEMENTS:

1. LEASING AND DESCRIPTION OF PREMISES. LESSOR hereby leases to TENANT and TENANT hereby hires on the terms and conditions hereinafter set forth approximately 1830 square feet situate on the second floor of the building located on the County of Yolo Assessor's Parcel No. 1-791-05-1, said second floor being known as 204 F Street, Davis, California, the same 1830 square feet situate being more particularly identified as Suites D, G and H on that floor per Exhibit "A" attached.

2. TERM. The term of this agreement shall commence on April 1, 1977, and shall terminate on March 31, 1979.

3. RENT. TENANT shall pay the sum of SEVEN HUNDRED THIRTEEN and 70/100 ($713.70) DOLLARS to LESSOR, by County Warrant, on the first day of each month during the term of this lease, commencing on April 1, 1977.

4. INCREASES IN REAL ESTATE TAXES. TENANT, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon its demand an amount equal to its proportionate share of all real estate taxes which shall, during the period of this lease be assessed against the premises of which the demised premises are a part in excess of the amount of all real estate taxes

assessed against the premises for the fiscal year ending June 30, 1977. It is acknowledged by the parties hereto that the demised premises represent only twenty-one and eight-tenths percent (21.8%) of the premises subject to real estate taxes, and TENANT'S obligation to pay for increased real estate taxes shall be prorated accordingly. Micro Fiched

5. USE. The herein demised premises shall be used and occupied by the Welfare Department of the County of Yolo for the purpose of offices or any other use reasonably related thereto.

6. USE OF ADDITIONAL ACCOMMODATION. TENANT herein has been granted a license for the common use of hallways and restroom areas of the building of which the demised premises are a part, for the term hereof, and LESSOR hereby grants to TENANT (including TENANT'S employees, customers and invitees) in conjunction with other tenants of the building and their employees, customers and invitees the common use of the hallways and restroom areas of the building of which the rented premises are a part. TENANT is also granted the common use of the heating and air conditioning system of adequate capacity to maintain normal temperatures between 68° and 78° F.

7. PARKING. TENANT and its officers, agents, employees, business invitees, and other people using the premises with the permission of the TENANT shall have a right to use one (1) of the parking spaces situate behind the subject premises. LESSOR shall designate and reserve the space that TENANT is entitled to use. TENANT shall have first priority for such parking space over other tenants.

8. ACCEPTANCE OF PREMISES; REPAIRS AND ALTERATIONS. The parties agree that the premises are rented unfurnished. LESSOR agrees to deliver up the premises in a clean and sanitary condition and in good repair, and TENANT agrees to keep said premises and all improvements thereon in a clean and sanitary

condition and in good repair throughout the term of this lease at its sole cost and expense, except for the roof and exterior walls which LESSOR agrees to keep in good repair at its expense, and upon the termination of this lease TENANT shall surrender said premises, including all improvements situate thereon, in as good condition as they were upon the commencement of this lease, ordinary wear and tear, damage by fire, Act of God, or by the elements excepted. It is further agreed that TENANT may make such interior non-structural modifications as TENANT may desire, provided only that said modifications shall be at the sole cost and expense of TENANT and provided that TENANT shall keep the demised premises and the property in which the demised premises are situate free and clear of any and all liens and encumbrances arising by any work performed, material furnished, or obligations incurred by TENANT. Notwithstanding anything to the contrary in this paragraph contained, the non-structural modifications to be made by TENANT, shall first be approved by LESSOR. TENANT may, at TENANT'S option, remove any such non-structural modifications at the end of the term hereof provided that TENANT shall repair any damage occasioned by such removal.

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9. DESTRUCTION OF PREMISES. In the event said premises shall, during the term of this lease, be destroyed or damaged by fire or other casualty to the extent that the same shall be unfit for TENANT'S use, the LESSOR shall have the option of cancelling and terminating this lease or rebuilding said premises within ninety (90) days next following said fire or other casualty. Within thirty (30) days after such destruction or damage, LESSOR shall notify TENANT of its intention and election in this regard, and LESSOR'S failure to give such notice shall terminate this lease. In the event LESSOR shall elect to rebuild said premises, such destruction or

damage shall in no way annul or void this lease, except that TENANT shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent of which the making of such repairs shall interfere with the business carried on by TENANT on said premises.

10. UTILITIES. LESSOR shall pay for all water, garbage, gas, heat, light, or power during the period of this lease. TENANT shall pay for all other utility services, including telephone.

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11. INCREASES IN UTILITIES. TENANT, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon LESSOR'S presentation of invoices billed to LESSOR by Pacific Gas & Electric Account No. GTY 176200 an amount equal to TENANT'S proportionate share of the utility rates (except water and garbage) paid by LESSOR which shall, during the term of this lease, and any extension thereof, be charged against the account for 204 F Street, Davis, California, in excess of $150.00 per month. A twelve-month average will be used to determine the utility usage. It is acknowledged by the parties hereto that TENANT'S portion of the second floor premises known as 204 F Street, Davis, California, is forty-six and eight-tenths percent (46.8%), and TENANT'S obligation to pay for increased utility rates shall be prorated accordingly.

12. ENTRY BY OWNER. TENANT shall permit LESSOR or its agents to enter into the upon said premises at all reasonable times for the purpose of inspecting the same.

13. WASTE. TENANT shall not commit, or suffer to be committed, any waste, upon said premises, or any other public or private nuisance.

14. MAINTENANCE. Notwithstanding anything to the contrary in

this lease contained, LESSOR shall be responsible for the maintenance of the mechanical, electrical, plumbing, air conditioning, heating facilities and common areas (hallways and restrooms) on the subject premises. In the event that LESSOR fails or refuses to make such repairs or causes such repairs to be made, then TENANT may cause the same to be done at the expense of LESSOR and such expense shall be offset against any monies due by the terms hereof from TENANT to LESSOR. The TENANT will maintain the leased premises in a safe, operable, neat and clean condition at all times, and LESSOR agrees to keep said common areas in a neat and clean condition at all times.

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15. NON-LIABILITY OF LESSOR FOR DAMAGES. This lease is made upon the express condition that LESSOR is to be free from all liability and claim for damages by reason of any injury to any person or persons, including TENANT'S agent, servants, or employees, or property of any kind whatsoever and to whomsoever belonging including TENANT, from any cause whatsoever while in or upon the said demised premises set forth in Paragraph 1 hereof, expressly excluding the common entryways, vestibules, hallways and restrooms, during the period of this lease, or any occupancy hereunder, TENANT hereby covenanting and agreeing to indemnify and save harmless LESSOR from all liability, loss, cost, and obligation or any of them, on account of or arising out of any such injuries or losses however occurring.

16. INSURANCE. During the term of this lease agreement, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or

its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

17. ASSIGNMENT OR SUBLETTING. TENANT shall not assign or sublet this lease, or any interest therein, without LESSOR'S permission first had and obtained. LESSOR will not unreasonably withhold permission for any subletting or assignment.

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18. WAIVER. The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by TENANT of any term, covenant, or condition of this lease, regardless of LESSOR'S knowledge of such preceding breach at the time of acceptance of such rent.

19. BINDING ON SUCCESSORS. The terms, covenants, and conditions herein contained shall apply to and bind the successors in interest and assigns, if any, of both of the parties hereto. Provided, that nothing in this paragraph contained shall permit an assignment by TENANT in violation of the terms of Paragraph 17 hereof.

20. PARAGRAPH HEADINGS. The headings and numbers used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

21. NOTICES. Any notice required or permitted hereunder to be given to TENANT shall be deemed to have been given if mailed to the County Executive, Room 202, Courthouse, Woodland, California 95695, postage prepaid, and any notice required

or permitted hereunder to be given to LESSOR shall be deemed to have been given if mailed to LESSOR, postage prepaid, at the address of LESSOR from time to time specified by LESSOR.

22. CONDEMNATION. If any part of said premises shall be taken or condemned for a public use and a part thereof remains which is susceptive of occupation hereunder, this lease shall as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the TENANT shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining, after the condemnation, bears to the value of the entire premises at the date of condemnation; but in such event, LESSOR shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a part or portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part or all of the demised premises shall be taken or condemned, all compensation awarded upon such condemnation or taking shall go to the LESSOR, and the TENANT shall have no claim thereto, and the TENANT hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages which the TENANT may become entitled to during the term hereof, by reason of the condemnation of all or part of the demised premises. If more than twenty percent (20%) of the useable floor space of the subject premises shall be taken, then TENANT may, in TENANT'S discretion, conclude conclusively that there remains no part of the subject premises which is susceptible of occupance hereunder.

23. TRADE FIXTURES AND IMPROVEMENTS. Upon the termination of this lease or upon the vacation of the premises by TENANT as

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in this Agreement provided the TENANT may remove any improvements and any trade fixtures, furniture, and appliances, whether or not the same are secured to the premises, providing that the premises are left in a condition consistent with Paragraph 8 hereof.

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24. MUTUAL RELEASE AND SURRENDER OF PREDECESSOR LEASE AGREEMENT. In and for consideration of the mutual execution of this lease agreement, LESSOR and TENANT mutually release the other from the terms of, and surrender and terminate the predecessor lease agreement hereto, being Yolo County Agreement No. 75-347, said release and termination to be effective on the date of execution hereof. This agreement shall fully and finally settle all demands, charges, claims, accounts or causes of action of any nature, known or unknown, arising out of or in connection with said Agreement No. 75-347. Each of the parties expressly hereby waives the provisions of Civil Code §1542. Each of the parties declares that it has made no assignment, sublease, transfer, conveyance or other disposition of said lease Agreement No. 75-347 or any claim or liability arising therefrom.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Ursula J. Thomsen
CHAIRMAN OF THE BOARD OF SUPERVISORS
4-7-77

TENANT

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

ROBERT WARREN

CAROLYN J. WARREN

BORIS H. RUEBNER

SUSAN RUEBNER

Micro Fiched

JOE P. TUPIN

BETTY A. TUPIN

LESSOR

APPROVED AS TO FORM
CLIFFORD D. MACK
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

Micro Fiched

FILED
MAR 22 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

Agreement No. 77-05

Woodland, California

March 22, 1977

GALENO McCLENDON AND MARIE McCLENDON, his wife, as Joint Tenants.
GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

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Document No. 77-15 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the Southeast Quarter of Section 18, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Northeast corner of said Southeast Quarter of Section 18; thence West 25.00 feet along the North line of said Southeast Quarter of Section 18 to the Westerly right of way line of County Road Number 99, THE TRUE POINT OF BEGINNING; THENCE South 271.5 feet along said Westerly right of way line to County Road Number 99; thence North 05° 15' 40" West 272.65 feet to the North line of said Southeast Quarter of Section 18; thence East 25.00 feet along said North line to the true point of beginning.

Containing 0.08 acres, more or less.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of ~~$240.00~~ $250.00 for the property as conveyed by Grant Deed No. 77-15 (herein

described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

This transaction will be handled through an escrow number 72833 with Western Title Guaranty Company, Yolo County Division, P. O. Box 372, Woodland, California 95695.

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B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

In WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Galeno McClendon
GALENO McCLENDON

Marie McClendon
MARIE McCLENDON

Dated: March 22, 1977

Recommended for Approval
By Lizzie Roberts

Leslie J. Thomsen
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated .....
County Counsel of Yolo County

FILED
MAR 22 1977
LAURENCE P. HUNGERFORD, Clerk
By ..... Deputy

AGREEMENT NO. 77-96

(Agreement for Engineering Services)

THIS AGREEMENT, made and entered into this 22nd day of March, 1977, by and between the COUNTY OF YOLO, hereinafter referred to as OWNER, and the RAMLA CORPORATION, Consultant Engineers, a corporation, hereinafter referred to as ENGINEER.

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W I T N E S S E T H:

WHEREAS, ENGINEER has submitted a proposal for rendering professional services for a project consisting of runway lighting at the Yolo County Airport, located in Yolo County, California; and

WHEREAS, OWNER desires to employ ENGINEER to furnish said professional services, as set forth below.

AGREEMENTS:

1. In and for consideration of the mutual covenants and promises between the parties hereto, ENGINEER agrees to perform the following services:

   a. Preparation of preliminary plans, technical specifications and estimate for the above-described project and upon completion thereof, deliver same to OWNER for approval.

   b. Preparation of final plans, technical specifications and estimate for the above-described project and upon completion thereof, deliver one (1) reproducible set and six (6) copies of same to OWNER.

2. For and in consideration of the mutual covenants and promises between the parties hereto, OWNER agrees to pay to ENGINEER the amount of $2,400.00 upon delivery by ENGINEER of the final plans, technical specifications and estimate.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

By _____
DEPUTY

(Seal)

Micro Fiched

RAMLA CORPORATION

By _____ P.E.
PRESIDENT

Approved as to Form

Dated _____

_____
County Counsel of Yolo County

FILED

MAR 3 1977

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

AGREEMENT NO. 77-97

BL

THIS AGREEMENT made and entered into this 22nd day of March, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, by and through the Grand Jury of the County of Yolo, hereinafter referred to as GRAND JURY, and JOHN F. FORBES & COMPANY, Certified Public Accountants, of the City of Sacramento, State of California, hereinafter referred to as AUDITORS.

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W I T N E S S E T H:

1. EMPLOYMENT. GRAND JURY after having been first empowered so to do by the Superior Court of the State of California, in and for the County of Yolo, has employed and does employ AUDITORS in accordance with the following terms and conditions for the purpose of making a careful and complete audit and examination of the books, records and accounts of all of the officers of said County of Yolo. AUDITORS hereby accept said employment and agree to perform such an audit in accordance with the terms and conditions of this agreement and in accordance with the amended proposal of AUDITORS. (Exh. 7-A)

2. SCOPE OF AUDIT. Said audit shall include such tests of the accounting records, receipts, disbursements and financial transactions, tax roll accountability, Board of Supervisors allowances, road funds, tax redemption, collateral, securities and other accounts, books, papers, documents, files and correspondence as AUDITORS consider necessary in the circumstances in order to perform an audit of the financial statements of the funds and group of accounts of the County of Yolo for the year ended June 30, 1976, in accordance with generally accepted auditing standards. Said audit shall also include an audit of the books and records of the justice courts of the

County of Yolo for the year ended June 30, 1976, which books and records shall be audited in accordance with the methods prescribed in that certain pamphlet entitled "Standard Audit Program for Municipal Courts and Justice Courts" prepared by the Controller of the State of California. Said audit shall not include school districts and other special districts not governed by the Board of Supervisors.

3. LIAISON. AUDITORS shall designate one of their members to act as liaison between AUDITORS AND GRAND JURY acting by and through the duly appointed chairman of the Audit Committee of GRAND JURY.

4. AUDIT PERSONNEL. AUDITORS shall use only qualified and experienced personnel in conducting the audit.

5. REPORTS.

Micro Fiched

a. Preliminary Findings and Temporary Reports. AUDITORS shall make such preliminary findings and temporary reports to GRAND JURY as may be advisable should the audit disclose any matter or matters which may be deemed advisable or expedient to bring to the immediate attention of GRAND JURY. Such preliminary report or statement may be made orally to GRAND JURY by AUDITORS or in such written or temporary manner as may be agreed upon.

b. Audit Report. Said audit of the financial statements of the funds and groups of accounts of the County for the year ended June 30, 1976, shall be completed and reports thereon furnished not later than July 20, 1977, together with twenty-four (24) copies thereof.

6. COMPENSATION.

a. Amount. As full compensation for all services to be performed by AUDITORS, said GRAND JURY hereby agrees to pay said AUDITORS the sum of $9,250 for all services rendered.

b. Payment. Said compensation shall be paid monthly upon submission of an itemized statement with its claim.

c. Statement. AUDITOR shall submit an itemized statement with its claim for services rendered. Payments shall be made monthly on the basis of progress billings presented, but such progress payments shall at no time exceed eighty percent (80%) of the maximum fee. Payment of the balance of the fee shall be made upon completion of the final audit report and acceptance thereof by GRAND JURY.

Micro Fiched

7. DETAIL WORK. Notwithstanding the foregoing, it is expressly understood that in the event AUDITORS encounter any circumstances in the conduct of the audit or irregularities or unforeseen conditions which warrant more detail investigation or audit not within the scope of a general audit, such circumstances shall be immediately reported to GRAND JURY and if deemed necessary, this agreement may be amended to provide for a more detail audit and for additional compensation to be paid therefor. In the event such circumstances are encountered, AUDITORS shall immediately report such matter to GRAND JURY for approval of a more detailed investigation or audit.

8. OTHER EMPLOYMENT. During the term of this agreement, AUDITORS shall not accept any employment by the County of Yolo or its officers, agents or employees without the consent of GRAND JURY.

9. OTHER. This audit is also made on behalf of the Board of Supervisors of the County of Yolo to fulfill the obligation of the Board of Supervisors pursuant to Section 25250 of the Governmental Code, and is a joint and cooperative audit on behalf of both agencies.

IN WITNESS WHEREOF, the GRAND JURY has caused this agreement to be executed in accordance with the terms of Section 926 of the California Penal Code, and AUDITORS have executed this agreement, all on the day and year herein first above written.

GRAND JU[redacted] OF THE COUNTY OF YOLO

By Shipley Walters
Foreman of the Grand Jury

JOHN F. FORBES & COMPANY-AUDITORS

Micro Fiched

By Floyd Gustafson

Compensation provided in Agreement
Approved for the 1976 Yolo County
GRAND JURY

Judge of the Superior Court

BOARD OF SUPERVISORS OF THE COUNTY
OF YOLO, STATE OF CALIFORNIA

By Tenfold J. Thompson
Chairman of the
Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas
Deputy

(Seal)

Approved as to Form
Dated March 28, 1977

Exhibit A

JOHN F. FORBES & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE
AMERICAN GROUP OF C.P.A. FIRMS
WITH AFFILIATIONS
THROUGHOUT THE WORLD

555 CAPITOL MALL, SUITE 930
SACRAMENTO, CA 95814
TELEPHONE (916) 442-5828

March 19, 1977

Micro Fiched

Dale Warren
Chairman of the Audit Committee
Yolo County Grand Jury
Route 1, Box 1163
Woodland, CA 95695

Dear Mr. Warren:

At your request, we have prepared the enclosed agreement for auditing services for the year ended June 30, 1976. The agreement has been amended from our original proposal, dated March 3, 1977, and your request for proposal letter, dated February 24, 1977. As you requested, the agreement deletes item three (3), an in-depth review of the Hospital Enterprise Fund. In our original proposal, we had budgeted forty hours (40) for this function and therefore have reduced our proposal by six hundred dollars ($600).

If the proposed agreement is in accordance with your request, please have it signed as soon as possible and returned to us for our signature. As we have committed to have the audit completed and delivered by July 20, 1977, we would appreciate your expediting the signing of the contract.

Very truly yours,

Lloyd M. Gustafson

LMG:jlw
Enclosure

EXHIBIT - A

FILED

MAR 30 1977

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

BK

AGREEMENT NO. 77-28

(Agreement to Terminate Lease and Assignment of Permit)

Micro Fiched

THIS AGREEMENT, made and entered into this 29th day of March, 1977, by and among the County of Yolo, a political subdivision of the State of California, hereinafter referred to as Lessor; Byron Gregg, Executor of the Estate of Howard Gregg, hereinafter referred to as Lessee; and The Berryessa Peak Transmitter Group, a general partnership, hereinafter referred to as Assignee.

W I T N E S S E T H:

I. RECITALS:

A. Lessor is the holder of permit number SAC 065 493 issued by the United States Government, Department of the Interior, Bureau of Land Management, for the operation of a communications site on federal lands atop Berryessa Peak, Yolo County, California, and consisting of cement block building, approximately 12 foot by 26 foot located approximately 300 feet east of the State Division of Forestry lookout building located atop said Berryessa Peak, said permit dated December 11, 1962.

B. Lessee, as Executor of the Estate of Howard Gregg, Deceased, is the successor in interest to Agreement number 72-204 executed by Lessor and said Howard Gregg.

C. Lessor and Lessee's predecessor in interest, Howard Gregg, executed said Agreement number 72-204 which leased to said Howard Gregg for a period of ten (10) years commencing August 1, 1972, that certain premises consisting of the larger of two rooms

located in the aforesaid cement block building atop said Berryessa Peak, along with the use of any right of access that Lessor may have.

Micro Fiched

D. Controversy has developed between Lessor and Lessee concerning the terms of Agreement number 72-204. One of the purposes of this Agreement is to resolve this controversy.

E. Lessor and Lessee now desire to terminate said Agreement number 72-204.

F. Lessor and Assignee desire to assign said Bureau of Land Management communications site permit number SAC 065 493 from Lessor to Assignee.

II. AGREEMENTS:

A. Agreement number 72-204 by and between Lessor and Lessee's predecessor in interest, Howard Gregg, is hereby terminated effective March 31, 1977.

B. In consideration of Lessee's agreement to terminate said Agreement number 72-204, Lessor hereby assigns to Assignee its entire right, title and interest in said Bureau of Land Management communications site permit number SAC 065 493, together with the use of any right of access that Lessor may have thereto. Lessor disclaims any warranty of any right, title, or interest in said permit number SAC 065 493, or its assignability.

C. In consideration of Lessor's termination of said Agreement number 72-204, and in consideration of Lessor's agreement to assign its interest in said Bureau of Land Management communications site permit number SAC 056 493, Lessee agrees to

release Lessor from any and all obligations, past, present or future, arising from any duty, obligation or alleged duty or obligation originating from the provisions of said Agreement number 72-204.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date and year hereinabove written. Micro Fiched

LESSOR:	LESSEE:
County of Yolo, a political subdivision of the State of California,	Byron Gregg, Executor of the Estate of Howard Gregg, Deceased,
By _____ Vice Chairman of the Board of Board of Supervisors	By _____ Frederick R. Estey, Attorney for Executor
The Berryessa Peak Transmitter Group, a general partnership,	
By _____, Partner.	

FILED
MAR 29 1977
LAURENCE K. KEHOGAN, Clerk
By Barbara Rodgers
Deputy

(11)

BK

AGREEMENT NO. 77-99

(Agreement for Planning and Engineering Services for Cache Creek Canyon Regional Park Phase II)

THIS AGREEMENT MADE AND ENTERED INTO THIS 29th day of March, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and LAUGENOUR AND MEIKLE, CIVIL ENGINEERS, hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

Micro Fiched

RECITALS:

(1) COUNTY has acquired certain parcels of real property for the construction and development of a park and recreation area, generally known as Cache Creek Canyon Regional Park.

(2) COUNTY has prepared a Master Plan for said development.

(3) COUNTY has set aside funds for said development.

(4) Said development involves construction of restroom facilities, water supply, and recreational vehicle sanitary dump station.

(5) CONSULTANT represents that it has expertise and experience in the planning, designing, and analysis of such facilities, upon which representation COUNTY relys in entering into this agreement.

(6) CONSULTANT has submitted a written statement of services proposed to be rendered herein, which is designated Exhibit "A" and "B" attached hereto and which are incorporated by reference as if set forth at length herein.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

(1) CONSULTANT shall prepare plans and specifications and perform all services as defined and set forth in Exhibit "B" for the project described therein.

(2) For said services, COUNTY shall pay to CONSULTANT a

total fee not to exceed the sum of six thousand dollars ($6,000). Said sum shall be paid in monthly increments upon the submission of a statement to COUNTY setting forth the services rendered, approved in writing by the Director of the Parks Department of Yolo County, and computed according to the schedule in Exhibit "A".

(3) CONSULTANT undertakes to perform the services herein described, and complete said design and construction drawings and specifications as described herein within two (2) months of written authorization to proceed with said project signed by the Director of the Parks Department of COUNTY, excepting all time required for submittal to approving agencies, local, State or Federal.

Micro Fiched

(4) Upon the completion of said plans and specifications, CONSULTANT shall furnish and deliver to COUNTY copies of all applicable written materials developed or obtained by CONSULTANT, including working papers and drawings, pertaining to or arising out of work herein described, and ten (10) copies of the completed plans and specifications.

(5) Either party to this agreement may cancel same upon thirty (30) days written notice mailed to the other. All notices to be given to the parties shall be given by United States Mail, postage prepaid, and addressed as follows: COUNTY: BOARD OF SUPERVISORS, County of Yolo, Courthouse, Woodland, California, 95695; CONSULTANT: Laugenour and Meikle, 608 Court Street, Woodland, California, 95695.

(6) Upon such cancellation or termination, COUNTY shall pay CONSULTANT for services rendered by CONSULTANT to date of cancellation and CONSULTANT shall turn over to COUNTY all work done to date including copies of all written material developed or obtained by CONSULTANT including working papers or drawings.

(7) In the performance of the services agreed upon under this agreement, CONSULTANT IS at all times acting as an independent

contractor and is not an employee or agent of COUNTY for any purpose. No employee, agent, or sub-contractor of CONSULTANT is an employee, agent, or sub-contractor of COUNTY for any purpose.

(8) CONSULTANT agrees to indemnify and save COUNTY harmless from and against any and all claims arising from any act, omission or negligence of CONSULTANT or its servants, agents or employees arising in any way out of the performance of this agreement.

(9) COUNTY agrees to indemnify and save CONSULTANT harmless from and against any and all claims arising from any act, omission or negligence of COUNTY or its servants, agents, or employees arising in any way out of the performance of this agreement.

Micro Fiched

(10) In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of completion, and, submission of the plans and specifications to COUNTY additional office or field work is required, the said additional work shall be performed by CONSULTANT and COUNTY agrees to pay for such additional work at the rates set forth in Exhibit "A" attached.

(11) CONSULTANT makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not intended as accurate unless such area is certified. Certified areas will only be given when requested in writing and at an additional charge to COUNTY.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN

BY _____
DEPUTY

Micro Fiched

LAUGENOUR AND MEIKLE

BY _____

APPROVED AS TO FORM
COUNTY COUNSEL

By _____
DEPUTY COUNTY COUNSEL

LAUGENOUR AND MEIKLE
CIVIL ENGINEERS
P.O. BOX [illegible]
WOODLAND, CALIFORNIA 95695

EFFECTIVE August 1,1976

EXHIBIT "A"
RATE SCHEDULE

1976-77 Per Diem Rates

Consultation	$ 33.00 per hr.
Principal Engineer	30.00 per hr.
Design Engineer	24.00 per hr.
Map Drafting	19.50 per hr.
Computer I	22.50 per hr.
Computer II	21.00 per hr.
Computer Machine Time	12.00 per hr.
Soils Tester	16.50 per hr.
3 Man Survey Party	53.50 plus vehicle charge
2 Man Survey Party	38.50 plus vehicle charge
Vehicle and Equipment	1.50 per hr., plus mileage at 0.20 per mile over 50 miles per day.
Hewlitt-Packard 3800	0.01 per foot measured

Micro Fiched

REPRODUCTION ITEMS

Blueprints	0.10 per sq. ft.
Sepia Prints	0.25 per sq. ft.
Mylar Prints	1.00 per sq. ft.
Field Materials	Charged at cost

EXHIBIT "B"

(1) Purpose. CONSULTANT shall prepare adequate plans and specifications for Phase II development of Cache Creek Canyon Regional Park as described below in Section (2). The plans and specifications will provide for a dump station facility at the center site and a small potable water treatment facility at the upper site and lower site, and foundation plan for a central restroom at the center site.

(2) Scope of Work. In close cooperation with Yolo County Parks and Recreation Director, CONSULTANT shall:

Micro Fiched

(A) Prepare plans and specifications that can be used by the County of Yolo for bidding purposes for the construction of:

(1) Restroom facilities - foundation plan only.

(2) Septic tanks;

(3) A recreation vehicle dump station;

(4) Leach lines for both the restroom and dump station;

(5) Construction of a water treatment and supply facilities for the upper site;

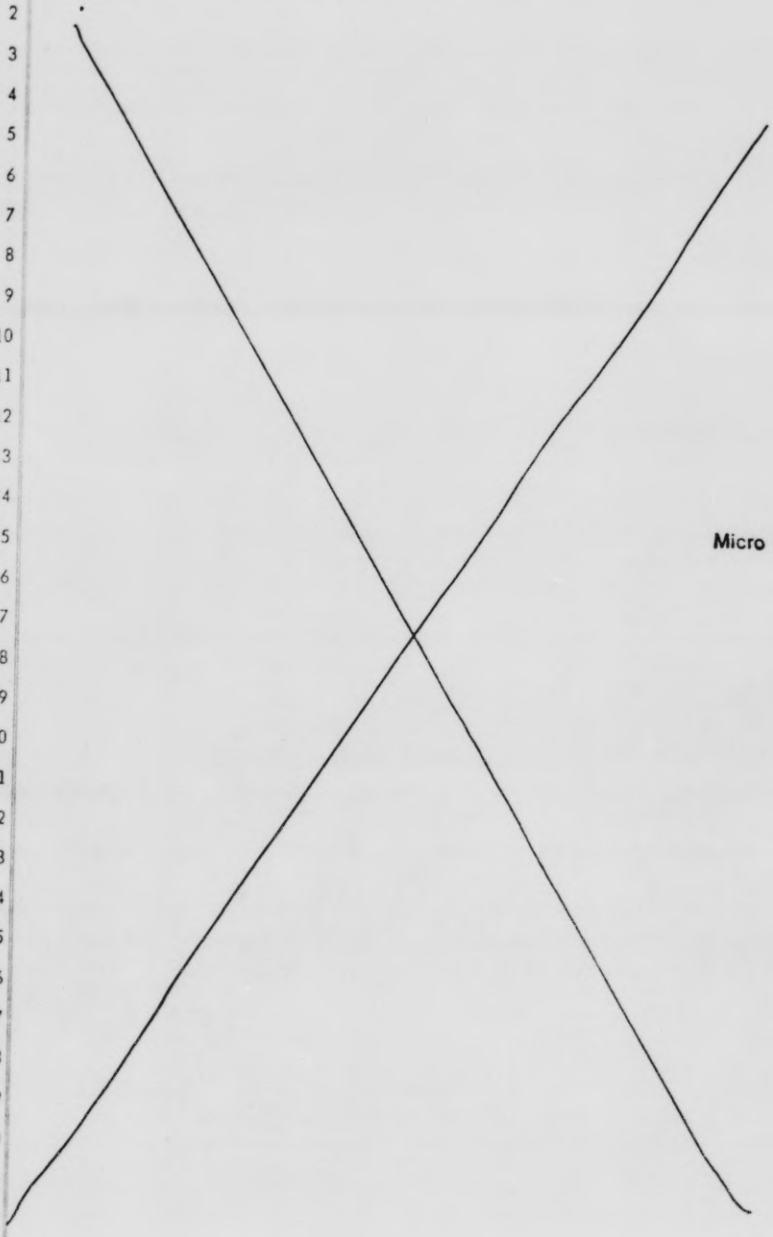
(6) Construction of a water treatment and supply facility for the lower site.

(B) All such plans and specifications shall be for facilities as located on the Master Plan which will be delivered to CONSULTANT before start of work.

(C) The plans and specifications shall comply with the Architectural Barriers Act of 1968, Public Law 90-480 as well as State of California adopted Affirmative Action provisions.

(D) It is agreed that these plans, specifications and bid conditions will be sufficient to meet State Department of Parks and Recreation approval prior to

distribution to prospective bidders.



Micro Fiched

Agreement No. 77-100

CONTRACT

FILED
APR - 6 1977
LAURENCE P. HINIGAN, Clerk
By Barbara Rodgers
Deputy

This contract is entered into this 29th day of February, 1977, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the "COUNTY" and ATMOSPHERICS INCORPORATED, a California Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, the COUNTY has investigated the feasibility of programs to increase precipitation in the territory of the County of Yolo by scientific weather modification techniques and has found that such programs are reasonable, necessary and proper and to the best interest of the communities of Yolo County; and

WHEREAS, the County feels it is necessary that such work be performed by a person, agency or corporation having expert knowledge, proper equipment, materials and special skills for the type of work involved, and said person, agency or corporation acting as an independent contractor; and

Micro Fiched

WHEREAS, the Contractor has the knowledge, equipment, material and special skills for the type of work involved;

NOW THEREFORE; in consideration of the promises, agreements and conditions hereinafter stated, the parties hereto agree as follows:

AGREEMENT

I. The Contractor shall engage in artificial cloud nucleation operations for the period and within the area set forth herein. The purpose of these cloud nucleation operations will

be to increase the precipitation within a specific area.

II. The area to be covered by said operations of Contractor (hereinafter referred to as the "Target Area"), may include the total area of the County of Yolo.

III. The term of this contract shall cover one operational period of ~~four~~ two months duration starting on approximately 15 February 1977 and continuing through 15 April 1977. This operational period may be extended or modified with the express consent of both County and Contractor.

IV. The Contractor shall furnish and have available for use during the operational period of the contract, the following equipment and personnel:

Micro Fiched

(a) Contractor agrees to have available on a 24-hours-a-day basis the services of a competent staff which includes one experienced cloud seeding pilot and one experienced weather modification meterologist, during the operational period, throughout the term of this contract. These people are based at the radar site on the Sonoma County Airport near Santa Rosa.

(b) The Contractor agrees to have available on a 24-hour-a-day basis a 5 cm weather radar system with a maximum range not less than 200 nautical miles based at the Sonoma County Airport near Santa Rosa.

(c) The Contractor agrees to have available on a 24-hour-a-day basis a suitable cloud seeding aircraft fitted with pyrotechnic cloud seeding racks and appropriate control devices related to the operation of this equipment.

(d) Contractor shall provide all pyrotechnic cloud seeding devices and chemicals necessary for the proper conduct of this weather modification program during all suitable

weather conditions experienced over the target area.

(e) The Contractor agrees that this aircraft and equipment thereon will be certified by the Federal Aviation Administration, an agency of the United States of America and that any and all pilots operating aircraft for or on behalf of the Contractor shall be duly licensed by the said Federal Aviation Agency.

Micro Fiched

V. The main nucleating agent will be silver iodide, dispersed from solid fuel nuclei generators attached to the aircraft.

VI. As soon as practical after the conclusion of this operational period, the Contractor will furnish the County a final report which summarizes all cloud seeding activities as conducted by the Contractor.

VII. The Contractor shall provide appropriate hull insurance for all aircraft. In addition, Contractor has in force the following insurance coverage on all its operational equipment.

Property Damage Liability	-	$1,250,000.00
Passenger Bodily Liability	-	$1,250,000.00
Bodily Injury (ex passengers)	-	$1,250,000.00

Upon award of contract, Contractor shall name as additional insured, the County of Yolo. Evidence of such

insurance will be provided prior to the initial cloud seeding flight.

VIII. This agreement does not include liability insurance covering the results of cloud seeding. Contractor will not hold harmless the County from any phenomenon interpreted to be a result of cloud seeding activities. Liability insurance covering this aspect is available to Contractor but costs are not included in subsequent pricing. For the stated operational period, the cost of liability insurance covering the results of cloud seeding would be approximately $4,200.00.

Micro Fiched

IX. Contractor agrees to be bound by all of the laws of the State of California, particularly with respect to cloud nucleation operations, and shall keep in force its current weather modification license under the statutes of the State of California. Approval for temporary waiver of Publication of Notice Intent has been received by the Department of Water Resources, State of California. Contractor shall be responsible for the subsequent publication of this Notice of Intent in those counties over or within which equipment may be operated.

X. This contract may be immediately cancelled at any time by the County upon notice to Contractor. In the event of cancellation by the County all monies already paid to the Contractor by the County shall be retained by the Contractor as compensation for services already performed and, in addition thereto, the County shall pay to the Contractor any other such monies as may be due from the County for services performed prior to date of cancellation.

XI. On a monthly basis, the Contractor shall submit an invoice and voucher to the County for services claimed payable under the contract. Each invoice and voucher must identify the dates and nature of services for which payment is claimed. Each invoice and voucher shall be addressed to ERWIN MEIER, COUNTY EXECUTIVE, COURTHOUSE, COUNTY OF YOLO, WOODLAND, CALIFORNIA, 95695.

Micro Fiched

SCHEDULE OF PAYMENTS

Due Date	Amount
15 March 1977	$2,850.00
15 April 1977	$2,850.00
Total:	$5,700.00

XII. This contract shall be executed in duplicate. One counterpart original duly executed by the parties shall be in the possessino of the County. One duly signed and executed counterpart shall be in the possession of the Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands

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and seals to this contract the day and year first hereinabove written.

COUNTY OF YOLO, a political subdivision of the State of California

Arthur H. Edmondo

VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
Ex-Officio Clerk of the Board of Supervisors

Micro Fiched

By Lita E. Lucas
Deputy

(SEAL)

ATMOSPHERICS INCORPORATED, a California Corporation

By Thomas J. Henderson
President

"Contractor"

ATTEST:

Hilda S. Duckering
Secretary

Approved as to form
Date: 5-1-84
County Counsel, Yolo County

(SEAL)

By Barbara Rodgers

AGREEMENT NO. 77-101

(Agreement for Janitorial Services for the Public Works Building, 292 West Beamer Street, Woodland, CA)

THIS AGREEMENT, made and entered into this 5th day of April, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and OTTO H. SPRINK, DBA RELIABLE MAINTENANCE, 511 MAPLE STREET, WEST SACRAMENTO, CA, 95691, hereinafter called CONTRACTOR:

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to furnish sufficient personnel, with requisite skills, to provide janitorial services for the entire interior of the Public Works building located at 292 West Beamer Street, Woodland, CA., and the exterior porches, entry areas, and sidewalks adjacent to building.

A. Services shall include:

(1) DAILY:

(a) Empty waste baskets and ashtrays

(b) Clean drinking fountains and sinks

(c) Clean main lobby glass doors

(d) Damp mop main lobby

(e) Damp mop restroom floors. (Use lukewarm water only - no chemicals)

(f) Damp wipe counter tops

(g) Damp wipe ashtrays

(h) Remove all accumulated trash to outside refuse collection area

(i) Clean sinks in all areas

(j) Clean, disinfect, and polish wash basins, toilet bowls, and urinals in rest rooms. Wash toilet seats, toilet seat lids and dispensers

(k) Fill towel, soap, tissue seat cover, and other dispensers. (Supplies furnished by COUNTY)

(l) Vacuum all carpets as needed

(2) WEEKLY:

(a) Spot clean carpets as necessary

(b) Vacuum fabric covered furniture

(c) Buff vinyl floors

(d) Damp wipe all doors and remove hand prints (Use "Pledge" or equal)

(e) Dust vertical surfaces of desk, chairs and cabinets

Micro Fiched

(f) Damp wipe inside of waste baskets - wash with soap, rinse, and dry if necessary.

(g) Clean toilet bowls with chemical cleaner

(h) Scrub rest room floors - lukewarm water only, no chemicals

(i) Damp wipe ornamental wrought iron partitions

(j) Clean windows surrounding lobby glass doors

(k) Dust book cases, filing cabinets, chairs, horizontal desk surfaces, and office equipment throughout the building

(l) Dust mop vinyl floor in vault area

(m) Spot wipe walls as necessary to maintain cleanliness

(n) Sweep sidewalks surrounding building and pick-up trash generated from sweeping

(3) MONTHLY:

(a) Dust office and corridor walls

(b) Damp wash woodwork frames and trim

(c) Dust fluorescent light fixtures

(d) High dust moldings

(e) Polish or wax lobby, vinyl floors and restroom floors

(f) Clean metal portions of all chairs, removing hand prints

(4) QUARTERLY:

(a) Hand wash windows (Plastic) inside and out - use no metal or implements or abrasives - soap and water only

(5) TWICE YEARLY:

(a) Vacuum all carpets - move furniture except file

and map cabinets, safes, and sensitive equipment

(b) Wash all light fixtures

(c) Strip and wax vinyl floors

(d) Vacuum high grills

(6) ANNUAL:

(a) Steam clean all rugs - move all furniture

(b) Hand wash sky light windows (plastic) - Use no metal or wood implements or abrasives. Use soap and water only

Micro Fiched

(7) AT ALL TIMES:

(a) Maintain janitor storage room and equipment in a neat and orderly condition. Shelve paper products and remove empty cartons.

Should additional operations be required to maintain the required level of cleanliness in this building;

1. Additional hand washing (inside and/or out) of the plastic windows (except sky light) - $24.00

2. Additional hand washing (outside) of the plastic sky light windows - $38.00

3. Steam clean rugs - $0.10 per square foot

B. The period of the contract shall be from March 1, 1977 through February 28, 1978 and will be subject to automatic renewal for an additional twelve (12) month period upon written notice of same by the Contractor thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by the County or the Contractor during the thirty (30) day period preceding the expiration date of subject contract.

C. Cleaning services shall be performed five days each week except for weekday offical Holidays recognized by the County.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period the contract may be revoked upon 15 day written notification to the Contractor. Micro Fiched

E. Supervisory personnel of the Contractor shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, the Contractor shall notify the Department Head, County Buildings and Grounds, phone 666-8208 that such services are to be accomplished.

F. Unusual occurrences or problems - unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. - will be reported to the Department Head specified above.

G. Supplies furnished by the County may be replenished by Contractor notification of Department Head specified above.

H. Contractor employees shall not use telephones, disturb paper on desks, in cabinets or in drawers, and shall not tamper with personal property.

I. Contractor shall provide all equipment and supplies necessary to accomplish the custodial tasks - except those items of supply specified herein which are to be provided by the County.

J. Contractor shall insure that all building lights are out except those necessary for the cleaning crew in

the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. Contractor shall provide necessary containers to convey trash to outside refuse collection point.

L. EXCULPATORY CLAUSE: CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

Micro Fiched

M. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supplying work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with

certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. Contractor shall maintain adequate Workmen's Compensation insurance sufficient for the protection of himself and his employees.

Micro Fiched

O. The County of Yolo reserves the right to reject any or all bid submissions in whole or in part.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay CONTRACTOR the sum of FOUR HUNDRED SEVENTY EIGHT AND 50/100 ($478.50) per month.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California,

BY Tunis J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
4-7-77

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers
DEPUTY

RELIABLE MAINTENANCE

BY Otto H. Sprink
OTTO H. SPRINK

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

AGREEMENT NO. 77- 102

(Agreement for Janitorial Services for the East Yolo Health Center (Salud Clinic), 530 C Street, Broderick,CA)

THIS AGREEMENT, made and entered into this 5th day of April, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and OTTO H. SPRINK, DBA RELIABLE MAINTENANCE, 511 MAPLE STREET, WEST SACRAMENTO, CA, 95691, hereinafter called CONTRACTOR:

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to furnish sufficient personnel, with requisite skills, to provide janitorial services for the entire interior of the East Yolo Health Center (Salud Clinic), 530 "C" St., Broderick, CA and the exterior porches, entry areas, and sidewalks adjacent to building.

A. Services shall include:

(1) DAILY:

(a) Dust mop all tile floors with oiled dust mop.

(b) Damp mop all tile covered areas on the first floor of building

(c) Empty ash trays and wastebaskets

(d) Replace discarded plastic wastebasket liners from all wastebaskets on the first floor with new plastic liners. (Liners to be furnished by janitorial contractor)

(e) Dust bookcases, file cabinets, chairs, horizontal desk surfaces and office equipment throughout building

(f) Clean sink in kitchen

(g) Clean and scrub all sinks in laboratory and emergency rooms

(h) Vacuum all carpeted areas and all areas covered by room size rugs

(i) Spot clean carpets and walls as required

(j) Replace burned out light bulbs. (Replacements furnished by COUNTY)

(k) Clean, polish and disinfect wash basins, toilets, and urinals in restrooms

(l) Damp mop restroom floors

(m) Fill soap, towel, seat cover and toilet tissue dispensers. (Supplies furnished by COUNTY)

(n) Remove accumulated trash to outside refuse container

(2) SEMI-WEEKLY (Tuesdays and Thursdays): Micro Fiched

(a) Thoroughly wash examination tables in all treatment rooms

(b) Sweep porch areas, steps and sidewalks

(3) WEEKLY:

(a) High dust ceilings, moldings and light fixtures

(b) Vacuum fabric covered furniture

(c) Damp wipe vinyl furniture

(d) Dust vertical surfaces of cabinets, desks, etc.

(e) Damp wipe wastebaskets where necessary

(4) SEMI-MONTHLY:

(a) Completely strip and rewax all floors

(5) MONTHLY:

(a) Wash windows in building. (Inside and outside of each)

(6) QUARTERLY:

(a) Steam clean all carpets

(7) AT ALL TIMES:

(a) Maintain custodial storage room in a neat and orderly condition

B. The period of the contract shall be from March 1, 1977 until approximately December 15, 1977, when it is anticipated that the remodeling of the new clinic area is to be completed.

C. Cleaning services shall be performed five days each week except for weekly official holidays recognized

by the County.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance" specifying a 30 day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30 day period, the contract may be revoked upon 15 day written notification to the Contractor.

Micro Fiched

E. Supervisory personnel of the Contractor shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, the Contractor shall notify the Department Head, County Buildings and Grounds, phone 666-8208 that such services are to be accomplished.

F. Unusual occurrences or problems -- unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc. -- will be reported to the Department Head specified above.

G. Supplies furnished by the County may be replenished by Contractor notification of Department Head specified above.

H. Contractor employees shall not use telephones, disturb paper on desks, in cabinets, or in drawers and shall not tamper with personal property.

I. Contractor shall provide all equipment and supplies necessary to accomplish the custodial tasks -- except those items of supply specified herein which are to be provided by the County.

J. Contractor shall insure that all building lights are out except those necessary for the cleaning crew in the

area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

K. Contractor shall provide necessary containers to convey trash to outside refuse collection point.

L. EXCULPATORY CLAUSE. CONTRACTOR agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CONTRACTOR in the performance of this contract.

Micro Fiched

M. LIABILITY INSURANCE: CONTRACTOR agrees to, at his own expense, maintain in full force a policy or policies of public liability insurance insuring COUNTY and CONTRACTOR against liability for injury for persons and property and for death of persons arising from any accident, injury or damage resulting from furnishing or supply work, services or materials or supplies in connection with the performance of this contract. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000.00 for any one person injured or killed, and not less than $300,000.00 for any one accident, and not less than $50,000.00 for property damage. CONTRACTOR shall provide COUNTY with

certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days notice to COUNTY.

N. Contractor shall maintain adequate Workmen's Compensation insurance sufficient for the protection of himself and his employees.

O. The County of Yolo reserves the right to reject any or all bid submissions in whole or in part.

Micro Fiched

2. In consideration of the covenants of CONTRACTOR herein, COUNTY agrees to pay CONTRACTOR the sum of FOUR HUNDRED FORTY SEVEN DOLLARS ($447.00) per month, including initial cleaning and emergency carpet cleaning as required.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California,

BY Tenyke J Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
4-7-77

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

RELIABLE MAINTENANCE

BY Otto H Sprink
OTTO H. SPRINK

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By
DEPUTY COUNTY COUNSEL

FILED

APR 1 1977

LAURENCE P. HANSEN, Clerk

By [illegible] Deputy

AGREEMENT NO. 77-103

CONSENT TO COMMON USE

THIS AGREEMENT, entered into this 18TH day of March, 1977, by and between PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called "Company", and the County of Yolo, hereinafter called "Agency",

Micro Fiched

WITNESSETH

WHEREAS, Company is the owner in possession of certain rights of way and easements, hereinafter referred to as "Company's easement", described as follows:

The rights granted to Great Western Power Company, predecessor in interest of Pacific Gas and Electric Company, by Ida Krull and Others by unrecorded deed dated January 28, 1932, a copy of which is attached hereto as Exhibit A.

and

WHEREAS, Agency has acquired certain lands for the realignment of Willow Point Road

in the vicinity of Clarksburg, County of Yolo, hereinafter referred to as "Agency right of way", and

WHEREAS, the Agency right of way occupies a portion of Company's easement and is subject to said easement, which said portion is hereinafter referred to as "Area of Common Use" and is described as follows:

Micro Fiched

That portion of Company's easement which is delinated by the heavy dashed line on Company's Drawing No. L-7-4-28, attached hereto and made a part hereof.

NOW, THEREFORE, Company and Agency hereby mutually agree as follows:

1. Company hereby consents to the construction, reconstruction, maintenance or use by Agency of **the realignment of Willow Point Road** over, along and upon Company's easement in the area of common use subject to Company's right and easement to use said area of common use for all of the purposes for which Company's easement was acquired and to the terms and conditions herein contained. Company does not by this consent and shall not be deemed to subordinate its rights in the area of common use to any use which Agency shall make of said area.

Micro Fiched

2. Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement or the priority thereof over the title of Agency in said area of common use. Both Agency and Company shall use said area of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or Company in such a manner as to cause an unreasonable interference with the use of said area of common use by the other party.

2a. Agency shall not operate any equipment exceeding eighteen feet in height when operating under this Company's conductors.

2b. Agency shall notify this Company's Sacramento District Electric Superintendent, Mr. Harold A. Sherrets at 5555 Florin-Perkins Road in Sacramento, telephone (916) 383-4141, 48 hours prior to performing any work within the vicinity of this Company's pole line.

3. This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officials thereunto duly authorized.

PACIFIC GAS AND ELECTRIC COMPANY

By S E Howatt
STANLEY E. HOWATT
Sacramento Division Manager
~~XXXXX~~

Approved as to Form
Dated 4/13/77
County Counsel of Yolo County

Micro Fiched

COUNTY OF YOLO

By Twyla J Thompson Chairman
Board of Supervisors

Attest LAURENCE P. HENIGAN, Clerk
By Peter E Spyres Deputy

62-4203 2-73 (Corporation)

STATE OF CALIFORNIA
County of Sacramento } ss.

On this 18th day of March, in the year 19 77 before me, Charles R. McClue a Notary Public in and for the said Sacramento County, duly commissioned and sworn, personally appeared S. E. HOWATT known to me to be the Sacramento Division Manager of the corporation that executed the within instrument, and to be the person who executed the said instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Sacramento, the day and year in this certificate first above written.

Charles R. McClue

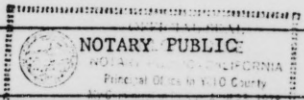
CHARLES R. McCLUE
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires September 22, 1979

STATE OF CALIFORNIA)
COUNTY OF YOLO)

On this 9th day of May in the year 1977, before me _____
Nalotes Mae

a Notary Public in and for said State personnally appeared Twyla J. Thompson and Pete E. Lucas known to me to be the Chairman of the Board of Supervisors and Deputy Clerk of the County of Yolo, also knownto be the person who executed the attached document and acknowledged to me thatthe County of Yolo executed the within instrument pursuant to the Board of Supervisors Minute Order No. 77-450.

Witness my hand and official seal the day and year first above appearing.



MY COMMISSION EXPIRES

Micro Fiched

P-22

ORIGINAL—FOR DIVISION OFFICE
DUPLICATE—FOR CONSUMER
TRIPLICATE—FOR AUDITING DEPARTMENT
QUADRUPLICATE—FOR LAND DEPARTMENT

700-54B

GREAT WESTERN POWER COMPANY OF CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY

PURCHASE OF ELECTRIC DISTRIBUTION LINE

THIS INDENTURE, made and entered into this 28th day of January, 1932 by and between IDA KRULL, RALPH KRULL AND ELMER HINSDALE, of YOLO COUNTY, California, first party, and GREAT WESTERN POWER COMPANY OF CALIFORNIA AND PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, second party, WITNESSETH that for and in consideration of the sum of Two Hundred Eighty Seven & no/100 Dollars ($ 287.00), lawful money of the United States, receipt whereof is hereby acknowledged, said first party does hereby sell and convey unto the second party, its successors and assigns, all that certain electric distribution line, consisting of poles, wires and incidental appliances, as now located upon the hereinafter described property, and also a right of way thereupon of reasonable width across said property for the maintenance, operation, repair and replacement of said distribution line, including the right of ingress thereto and egress therefrom. Said property so traversed by said right of way is situate in the County of YOLO, State of California, and is more particularly described as follows:

Micro Fiched

That 101.2 acre tract of land situated in S.L.S. 473, Yolo County surveys and particularly described in that deed dated December 3, 1918 and recorded in Book 94 of Deeds at Page 468, Yolo County Records.

Also that portion of S.L.S. 473, Yolo County surveys lying northwesterly of the Sacramento Northern Railroad right of way.

F/C 1850

TO HAVE AND TO HOLD unto said second party, its successors and assigns forever.

IN WITNESS WHEREOF, the first party has executed these presents the day and year first above written.

Witness

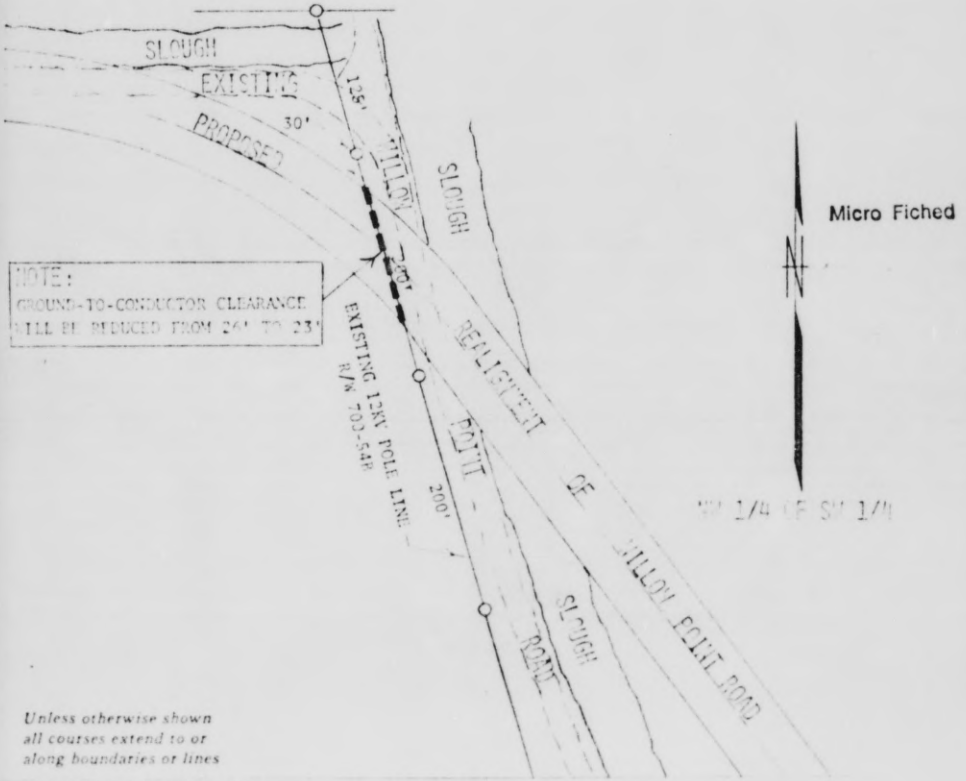
Ralph Krull

Ida Krull

DJM

EXHIBIT A

8250'± TO JEFFERSON BLVD.



Micro Fiched

Unless otherwise shown all courses extend to or along boundaries or lines

CITY, RANCHO, SUBDIVISION, ETC.

CALIFORNIA COORDINATES ZONE	LEGEND	SCALE	SECTION	TOWNSHIP	RANGE	MERIDIAN
E	△ CALCULATED COORD	1"= 100'	PROJ. 28	7N	4E	MDB&M
N	⊕ SCALED COORD	DATE	COUNTY OF YOLO			
U.S.G.S. QUAD		3-4-77	F.B.	DR. BY AS	CH. BY	

CONSENT TO YOLO COUNTY PG and E SACTO L-7-4-28

REFERENCE

Book

AGREEMENT NO. 77-104

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

FILED
APR 19 1977
LAWRENCE F. HOSTLER, CLERK
By Bobbie Grose

THIS AGREEMENT, made and entered into this 15th day of April, 1977, by and between

T.M.T. Earthmoving Equipment

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Wilson Point Road Realignment

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Willow Point Road Realignment

(Plan Index No. 454.01) (WO # 4254)

Approved March 7, 1978 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within sixty (60) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	Unit Prices (In Figures)	Total Price (In Figures)
1	Clearing & Grubbing	Lump Sum	L.S	1,146.00
2	Roadway Excavation	2,125 C.Y.	300.00	6,375.00
3	Special Excavation	1,600 C.Y.	300.00	4,800.00
4	Imported Borrow	6,900 C.Y.	320.00	22,080.00
5	Aggregate Subbase (Class 4)	3,100 C.Y.	385.00	11,935.00
6	Aggregate Base (Class 2)	3,750 Ton	500.00	18,750.00
7	Penetration Treatment (SC-250)	10 Ton	150.00	1,500.00
8	Asphalt Concrete (Type B)	900 Ton	16.00	14,400.00
9	30" Corrugated Steel Pipe (.109" Thick, Bituminous Coated)	70 L.F.	25.00	1,750.00
10	48" Corrugated Steel Pipe (.109" Thick, Bituminous Coated)	120 L.F.	30.00	3,600.00
11	10 ft. Gate (Type CL-4)	2 Ea.	200.00	400.00
12	Metal Beam Guard Rail	735 L.F.	7.50	5,512.50
13	Guide Markers (Type D-8)	40 Ea.	25.00	1,000.00
	TOTAL - BID ITEMS (ALTERNATE #2)			93,248.50

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel) Deputy

COUNTY OF YOLO

BY
Chairman of the Board of Supervisors

Micro Fiched

ATTEST:

Laurence P. Henigan, Clerk

By , Deputy

BY

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. .

AGREEMENT NO. 77-105 By Barbara Rodgers

THIS AGREEMENT made and entered into this 22nd day of March, 1977 by and between the COUNTY OF YOLO (hereinafter referred to as Yolo) and the COUNTY OF COLUSA (hereinafter referred to as Colusa),

W I T N E S S E T H

WHEREAS, in 1961, Yolo and Colusa adopted similar resolutions providing the maintenance of specific sections of County Line Road, Yolo County Road No. 1; and

Micro Fiched

WHEREAS, that major road construction and bridge maintenance would be by special agreement between the counties; and

WHEREAS, Colusa now has sufficient Federal Aid moneys available to construct a portion of this road; and

WHEREAS, Yolo does not now have sufficient moneys to participate in the project; and

WHEREAS, Colusa is desirous of doing the project.

NOW THEREFORE, in consideration of the foregoing covenants, and the following terms, it is mutually agreed that:

1. Colusa will proceed to construct a road improvement project on County Line Road, Yolo Road No. 1 from Sycamore Slough to approximately one mile west and will bear all of the cost of such project except for the cost of any right-of-way needed for said project in Yolo County.
2. Yolo agrees that as soon as funds are available, they will construct an equivalent project proceeding west from this project at Yolo's cost, except the cost of the right-of-way in Colusa County.
3. Each party shall acquire, and pay for all cost of acquisition, for any necessary right-of-way needed for the above projects located within each respective jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this

agreement to be executed by their duly constituted officers and caused their seals to be affixed thereto and the same attested.

Attest: Martha Nannen
County Clerk and
Ex-Officio Clerk to
the Board of Supervisors

By: [signature] Deputy

J K Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF COLUSA, STATE OF CALIFORNIA

Micro Fiched

Linda J Thomsen
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO , STATE OF CALIFORNIA

4-7-97

YOLO COUNTY AGREEMENT NO. 77-106

STANDARD AGREEMENT — STATE OF CALIFORNIA
STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

BOOK

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of April, 1977, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Services Branch	Department of Health	76-57330

hereafter called the State, and

County of Yolo (Health Department)

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The terms and conditions stated in Exhibits A(F), B, C, and D which are attached and made a part hereof, constitute the additional provisions of this agreement.

Micro Fiched

RECEIVED
MAY 11 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
MAY 11 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo (Health Department)
BY (AUTHORIZED SIGNATURE): Brett Wendell	BY (AUTHORIZED SIGNATURE): Tunyla J. Thompson
TITLE: Chief, Program Services Branch	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
	ADDRESS: P.O. Box 1157, Woodland, CA 95696

(CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR)

Department of General Services Use ONLY

This Contract Exempt From Department Of General Services Approval Per SAM 1206

MAY 9 1977

AMOUNT ENCUMBERED: $1,042.00	APPROPRIATION: State Support		FUND: General	
UNENCUMBERED BALANCE: $	ITEM: 282 (B)	CHAPTER: 320	STATUTES: 1976	FISCAL YEAR: FY 1976-77
ADJ. INCREASING ENCUMBRANCE: $	FUNCTION: Operating Expenses & Equipment - VD Control			
ADJ. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT: 807-434-48-00			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER: M. C. Chilton			DATE: 4-22-77	

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: Brett Wendell — DATE: APR 29 1977

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

Micro Fiched

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Federal Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every *subcontract* or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State may direct as a

means of enforcing such provisions including sanctions for noncompliance – provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the State, the Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

(8) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

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(9) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall, at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(10) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *"Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of *(Name of Vendor or Subcontractor)* related to this *(purchase order) or (subcontract).*"

The terms "purchase order" and "subcontract" as used in this paragraph (10) only, excludes: (a) purchase orders not exceeding $1,000, and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(11) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(12) Examination of Records

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

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(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(13) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(14) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(15) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(16) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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(17) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(18) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(19) Procedure for Complaint Process

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(20) Notice of Complaint Procedure

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

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(21) Only Applicable to Hospitals

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement, conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(22) Only Applicable to Hospitals Accepting Medi-Cal Patients

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertising conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

CONTRACTOR: County of Yolo

CONTRACT #: 76-57330

VENEREAL DISEASE CONTROL PROJECT

April 1, 1977 - June 30, 1977

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EXHIBIT B

1. The Contractor shall provide cultures for gonorrhea to 521 asymptomatic persons at high risk as part of routine examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site List," which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.

2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that U.S.P.H.S. and California Department of Health treatment recommendations shall be observed.

3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with federal guidelines.

4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

5. The Contractor shall assume all financial responsibility for the maintenance and/or repair of equipment beyond warranty assigned to them as part of this contract.

6. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of persons cultured, the number positive, the number inconclusive, and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of persons cultured shall exclude a double count of patients which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded but reinfections and patients returning for an examination after a three (3) month time period has elasped shall be included. Inconclusive tests shall include all cultures taken from patients which, for some reason, do not yield sufficient evidence upon which to judge the patient either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).

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7. The Contractor agrees to discontinue charging the State for gonorrhea screening tests which are provided by participating health providers producing positive screening results at a rate averaging less than 2.2 percent over a period of three consecutive months.

8. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

9. The attached Exhibit A(F) entitled "Additional Provisions," is made a part hereof by this reference.

10. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.

11. The standard price per culture test established under this contract is two dollars per culture.

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12. In consideration of the above services, performed in a manner acceptable to the State, the State shall reimburse the Contractor quarterly, in arrears, upon submission of an invoice in quadruplicate stating the time period covered by said invoice, and bearing the number of the contract, for actual expenditures in accordance with the budget (attached hereto and marked Exhibit C). The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. The number of patients cultured and the cost per culture shall be specified on the invoice; the number of patients cultured shall be in agreement with the accumulated total reported each month as required in Item 6 above.

Invoices shall be submitted directly to: Department of Health, VD Control Unit, 555 Capitol Mall, Suite 345, Sacramento, CA 95814, no later than fifteen (15) working days after the end of the quarter. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

13. The period of this Contract shall be from April 1, 1977 through June 30, 1977.

14. This Contract is valid to the extent that the funds are made available by the U.S. Department of Health Education and Welfare for purposes of this Contract. The maximum payable under this Contract shall not exceed $1,042.00 for the period ending June 30, 1977.

15. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health during the period of this Contract.

16. This Contract may be cancelled by either party upon thirty days' written notice.

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Contractor: Yolo County

Contract #: 76-57330

EXHIBIT C

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BUDGET

April 1, 1977 - June 30, 1977

OPERATING EXPENSES AND EQUIPMENT		
521 cultures @ $2.00/culture	$1,042	
Total Operating Expenses and Equipment	$1,042	$1,042
TOTAL BUDGET		$1,042

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

EXHIBIT D

DEPARTMENT OF HEALTH

SCREENING SITE LIST

Contractor Yolo County

Contract # _____

GONORRHEA CONTROL PROJECT Month April 1, 1977-June 30, 1977

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Reinfective	Number Females Treated
Yolo County Health Dept. General Clinic 10 Cottonwood Street Woodland, CA	1d	188	Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		
Reculture			Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		
Family Planning 327 College Street, Suite 102 Woodland, CA	5	133	Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		Micro Fiched
Reculture			Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		
Yolo General Hospital 170 W. Beamer Street Woodland, CA	2d	100	Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		
Reculture			Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		
Salud Clinic 530 C Street Broderick	4d	100	Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		
Reculture			Under 15 ____ 15–19 ____ 20–24 ____ 25–29 ____ 30–34 ____ 35 & over ____ Not stated ____ TOTAL ____		

*LEGEND

CD Cancer Detection
C/DC Correction or Detention Center
CHC Community Health Center
FC Free Clinic
FP Family Planning

MIL Military
NS Not Specified
OB-GYN Obstetrics-Gynecology
PFP Private Family Planning Group

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

EXHIBIT D

DEPARTMENT OF HEALTH

SCREENING SITE LIST

Contractor Yolo County

Contract # _____

GONORRHEA CONTROL PROJECT Month April 1, 1977-June 30, 1977

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Negative	Number Positive Females Treated
TOTAL		521	Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		Micro Fiched
Reculture			Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		
			Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		
Reculture			Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		
			Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		
Reculture			Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		
			Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		
Reculture			Under 15 _____ 15–19 _____ 20–24 _____ 25–29 _____ 30–34 _____ 35 & over _____ Not stated _____ TOTAL _____		

*LEGEND

CD Cancer Detection
C/DC Correction or Detention Center
CHC Community Health Center
FC Free Clinic
FP Family Planning
MI Military
NS Not Specified
OB-GYN Obstetrics-Gynecology
PFP Private Family Planning Group
PM Private Medical

2 2

AGREEMENT NO. 77-107

THE AMERICAN INSTITUTE OF ARCHITECTS

RECEIVED
MAY - 4 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
MAY - 4 1977
LAURENCE P. HENIGAN, Clerk
By. Barbara Rodgers Deputy

AIA Document B131

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Standard Form of Agreement Between Owner and Architect

on a basis of a

PERCENTAGE OF CONSTRUCTION COST

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 12th day of April in the year of Nineteen Hundred and 77

BETWEEN

County of Yolo the Owner, and

Hart & Turner, A.I.A. the Architect.

It is the intention of the Owner to remodel the existing Salud Clinic building to a Shelter Home.

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. *FOR THE ARCHITECT'S BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract	eight	per cent (8 %)
Separate Stipulated Sum Contracts	eight	per cent (8 %)
A Single Cost Plus Fee Contract		per cent (%)
Separate Cost Plus Fee Contracts		per cent (%)

AN INITIAL PAYMENT of No dollars ($ 00.00)
shall be made upon the execution of this Agreement and credited to the Owner's account.

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b. *FOR THE ARCHITECT'S ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:

Principals' time at the fixed rate of thirty dollars ($ 30.00)
per hour. For the purposes of this Agreement, the Principals are:

Employees' time computed at a multiple of two and one-half (2½)
times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of one
(1.00) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of one
(1.00) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph IIb will be subject to renegotiation if the services covered by this Agreement have not been completed within twelve
(12) months of the date hereof.

c. *FOR THE ARCHITECT'S REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.

d. *THE TIMES AND FURTHER CONDITIONS OF PAYMENT* shall be as described in Article 6.

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

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1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Doc-

uments, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

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1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

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during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.18 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.20 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

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CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (**1**) give written approval of an increase in such fixed limit, (**2**) authorize rebidding the Project within a reasonable time, or (**3**) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

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ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph IIa (Page 2) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase 15%
Design Development Phase 35%
Construction Documents Phase 75%
Bidding or Negotiation Phase 80%
Construction Phase 100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis

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and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Micro Fiched

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

Micro Fiched

This Agreement executed the day and year first written above.

OWNER COUNTY OF YOLO

By Twyla J. Thompson
Twyla J. Thompson, Chairman
Board of Supervisors, County
Yolo.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

ARCHITECT

Harold B. Turner
Hart & Turner Architects
2222 Watt Avenue, Suite C-12
Sacramento, CA 95825

HART & TURNER
ARCHITECTS PLANNERS

TOD HART, A.I.A.
HAROLD B. TURNER, A.I.A.

RECEIVED
MAY - 4 1977
LAURENCE P. HENIGAN, Clerk
By.....Deputy

TO: Mr. Laurence P. Henigan, County Clerk DATE: May 3, 1977

RE: Salud Clinic Building

Micro Fiched

We are forwarding: ☒ Herewith: ☐ Under separate cover:

☐

The following:

COPIES	DESCRIPTION
2 Copies	Agreement No. 77-107

REMARKS:

Signed and returned per your instructions.

HART & TURNER, ARCHITECTS PLANNERS

By Harold B. Turner/bjw

2222 WATT AVENUE SACRAMENTO, CALIFORNIA 95825 (916) 483-3816

Book

FILED
SEP 15 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

RECEIVED
SEP 16 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 77-108

THIS AGREEMENT, dated this 12th day of April, 1977, by and between the United Christian Centers for the Greater Sacramento Area, a Corporation, hereinafter referred to as "CENTER" and County of Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY",

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. The parties hereto entered into Agreement No. 70-277, whereby CENTER agreed to provide certain services specified therein for COUNTY for certain compensation specified also therein.

2. The parties hereto thereafter entered into Agreement No. 75-235, modifying the compensation specified therein.

3. The parties desire now to terminate said Agreement No. 70-277, as amended, and in place thereof to enter into an instant Agreement reordering the services and modifying the compensation.

AGREEMENTS:

1. As of the effective date of this Agreement, Agreement No. 70-277, as amended, including as amended by Agreement No. 75-235, is terminated and superseded by this Agreement.

2. In accordance with the terms and conditions of this Agreement, CENTER agrees to provide telephone answering and message taking services for eight (8) hours a day, exclusive of holidays, for the coordinator of the Youth Services Bureau operated by COUNTY

at the Broderick Christian Center.

4. In accordance with the terms and conditions of this Agreement, COUNTY agrees as follows:

(A) To pay CENTER for such service monthly at the rate of $50.00. Said payment shall be made by COUNTY to CENTER upon submission of a claim to COUNTY detailing services provided to date of claim, countersigned and approved by the Director of the Yolo County Youth Services Bureau.

Micro Filmed

(B) Any additional telephone equipment required in connection with such services shall be provided at the expense of COUNTY, provided however, no such additional equipment shall be installed without the prior written consent of COUNTY.

5. It is mutually agreed as follows:

(A) The effective date of this Agreement shall be and the term of this Agreement shall commence on May 1, 1977, and shall continue until terminated by either party upon thirty (30) days' written notice.

(B) No alterations or variations in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this

/ / / / /

/ / / / /

/ / / / /

agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Chairman of the Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

(SEAL)

Micro Fiched

UNITED CHRISTIAN CENTER OF THE GREATER SACRAMENTO AREA, a Corporation

Designated Representative

AGREEMENT NO. 77-109

CARETAKER OF CACHE CREEK CANYON REGIONAL PARK

THIS AGREEMENT made and entered into this 12th day of April, 1977, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and GEORGE & EULA WARNER, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Cache Creek Canyon Regional Park; WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area,

NOW THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

Micro Fiched

1. CONTRACTOR agrees:
   - A. To serve in the capacity as patrolman and caretaker of the Cache Creek Canyon Regional Park, and to open the day-use area to the public not later than sunrise daily and to close said area not later than 11:00 o'clock PM.
   - B. To maintain order and prohibit overnight camping except in designated areas in said park and enforce all rules and regulations governing same as adopted by COUNTY.
   - C. To provide and maintain for himself a suitable uniform to be worn during the performance of his duties under this agreement.
   - D. To perform such other duties as may be necessary to maintain a proper recreation area.
   - E. Collect fees as specified by Board of Supervisors.
   - F. Provide for deposit of fees.
2. COUNTY AGREES:
   - A. To pay to CONTRACTOR the sum of $350 per month during the term of the agreement conditioned upon the CONTRACTOR'S submitting a proper claim as may be required by the County Auditor-Controller.
   - B. To provide CONTRACTOR with a pickup truck to be used exclusively by CONTRACTOR in the carrying out of his duites under this agreement.
   - C. To provide necessary gasoline, oil and vehicular maintenance through its County Yard located at Woodland or Esparto, Calif.

FILED
APR 12 1977
LAURENCE P. HANCAM, Clerk
By [illegible] Deputy

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of the COUNTY first had and obtained shall be null and void.

4. The parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

Micro Fiched

5. The term of the agreement shall commence on the 1st day of April, 1977 and shall terminate on the 1st day of April, 1978. This agreement may be terminated by either party hereto by a 30-day written notice of intention to terminate said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Tsugio J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTORS
George A. Warner
Eula E. Warner
GEORGE & EULA WARNER

ATTEST:
LAURENCE P. HENIGAN, CLERK
BY Otis E. Lucas
DEPUTY

FILED

APR 12 1977

LAURENCE D. HENIGAN, Clerk

By [illegible] Deputy

Agreement No. 77-110

Woodland, California

April 12, 1977

FLORENCE M. HAYES, an undivided 3/20th interest; DARREL E. HAYES and GESSIE MAE HAYES, his wife, an undivided 7/20ths interest; and DARREL E. HAYES, Trustee, as created under the will of Leland E. Hayes, deceased, Yolo County Probate No. 12430, an undivided 10/20ths interest,

GRANTORS

Micro Fiched

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 77-17 in the form of a Highway Easement Deed, covering the following described property:

A portion of the Northwest quarter of Section 6, T. 12 N., R. 1 E., M.D.M., Yolo County, California.

A 20-foot strip of land lying immediately adjacent to and Southerly of the following described line:

Beginning at a point on the South right-of-way line of County Line Road as shown on that map recorded in Book 3 of Records of Surveys, at page 57, Official Records, Colusa County, California, from whence the Northwest corner of Section 6, T. 12 N., R. 1 E., M.D.M., bears N. 71° 03' 50" W., 94.87 feet; thence, from said point of beginning along said South right-of-way line S. 89°30'00" E., 320.00 feet to the point of termination.

Containing 0.15 acre more or less.

Document No. 77-18 in the form of an Easement Deed, vested in Reclamation District 108 covering the following described property:

A portion of the Northwest quarter of Section 6, T. 12 N., R. 1 E., M.D.M., Yolo County, California.

A 30-foot strip of land lying immediately adjacent to and Southerly of the following described line:

Commencing at the Northwest corner of Section 6, T. 12 N., R. 1 E., M.D.M. as recorded in Book 267 of Deeds at page 327, Official Records, Yolo County, California; thence, the following two courses, S. 89°29'00" E., 90.00 feet; S. 0°31'00" W., 83.62 feet; to the point of beginning, from whence said Northwest corner bears N. 46°35'10" W.,122.85 feet; thence, from said point of beginning S. 89°13'55" E., 530 feet to the point of termination.

Containing 0.37 acre more or less.

have been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantors the sum of $520.00 for the property as conveyed by Highway Easement Deed No. 77-17 and Easement Deed No. 77-18 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, and Reclamation District 108, respectively, free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

This transaction will be handled through an escrow number 73246 with Western Title Guaranty Company, P. O. Box 810, Colusa, California 95932.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Florence M. Hayes

FLORENCE M. HAYES

Darrel E. Hayes

DARREL E. HAYES

Dated: Dec 27 1977

Jessie Mae Hayes

JESSIE MAE HAYES

Recommended for Approval

By Lloyd H Roberts

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form

Dated .....

County Counsel of Yolo County

Micro Fiched

FILED

APR 12 1977

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

Agreement No. 77-111

Woodland, California

April 12, 1977

C. M. MUMMA
GRANTOR

Micro Fiched

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 77-19 in the form of a Highway Easement Deed, covering the following described property:

A portion of the Northeast quarter of Section 1, Township 12 North, Range 1 West, M.D.B.&M., Yolo County, California

A strip of land 40-feet wide, being more particularly described as follows:

The Northerly 40 feet of the Northeast quarter of Section 1, Township 12 North, Range 1 West, M.D.B.&M., Yolo County, California.

Containing 2.52 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $950.00 for the property as conveyed by Highway Easement Deed No. 77-19 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and

clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

This transaction will be handled through an escrow number 73238 with Western Title Guaranty Company, P. O. Box 810, Colusa, California 95932.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

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C. During construction of this project (known as County Line Road, Work Order Number 4288) and prior to completion, the County will:

1. Construct a 16-foot wide field access driveway with the necessary roadside culvert, 24" x 40' CMP, right of Engineers Station L 79+63 and a 12-foot wide field access driveway with the necessary roadside culvert, 24" x 40' CMP, right of Engineers Station L 90+65. The driveways will be paved within the area of the hereinabove described property.

2. Relocate pipe gate posts driveway sta. 79+63

III. It is mutually understood and agreed that upon completion of the above-mentioned driveways, they shall be considered as an encroachment under permit upon the County Road and is to be maintained, repaired and operated as such by the Grantor in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Public Works of the County of Yolo.

IV. Grantor hereby agrees to permit County or its Contractor to enter upon the remainder lands of the Grantor as may be necessary to accomplish the work as described in "C" above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

C. M. Mumma

C. M. MUMMA

Dated: March 26, 1977

Recommended for Approval

By Lloyd H Roberts

Douglas J Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated .....
County Counsel of Yolo County

Micro Fiched

FILED

APR 12 1977

LAURENCE P. HENIGAN, Clerk

By PETE E. LUCAS Deputy

Agreement No. 77-112

Woodland, California

April 12, 1977

J. D. STEPHENS, JR., as to an undivided 1/2 interest; JEAN STEPHENS, as to an undivided 1/4 interest, JEAN STEPHENS SOLOMON, as to an undivided 1/4 interest.

GRANTORS

Micro Fiched

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 77-21 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the Southwest Quarter of Section 8, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter of Section 8, thence Easterly 25.00 feet along the Southerly line of said Southwest Quarter to the Easterly right of way line of County Road Number 99, THE TRUE POINT OF BEGINNING; THENCE North 00° 26' 40" East 2115.13 feet, more or less, along said Easterly right of way line to the most Southerly corner of that certain parcel of land described in Book 1211 Official Records at Page 189, Yolo County Records; thence North 10° 05' 33" East 101.44 Feet along the Southerly line of said parcel; thence South 03° 52' 42" West 200.36 feet; thence South 00° 26' 40" West 2015.10 feet, more or less, along a line parallel with and 5.00 feet Easterly of the Easterly right of way lone of County Road Number 99 to the Southerly line of the Southwest Quarter of said Section 8; thence Westerly 5.00 feet along said Southerly line to the true point of beginning.

Containing 0.262 acres, more or less.

has been executed and delivered to Lloyd H. Roberts, Director or Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County Shall:

A. Pay the undersigned grantors the sum of $800.00 for the property as conveyed by Grant Deed No. 77-21 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

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This transaction will be handled through an escrow number 72835 with Western Title Guaranty Company, Yolo County Division, P. O. Box 372, Woodland, California 95695.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

In WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTORS

J. D. Stephens, Jr.
J. D. STEPHENS, JR.

Jean Stephens Solomon
JEAN STEPHENS SOLOMON

Dated: March 20, 1977 Jean Stephens
JEAN STEPHENS

Recommended for Approval
Original signed by:
By Lloyd H. Roberts

TWYLA J. THOMPSON
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
(Seal)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form
Dated .....
CHARLES R. ALLEN
County Counsel of Yolo County

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT AGREEMENT NO. 77-113
FACE SHEET - PAGE TWO

Group No. 61-1030 (PERS Retirees)

AMENDMENTS AND ADDITIONAL PROVISIONS:

Section 2-A(2) of the Service Agreement relating to eligibility of Family Dependents is superseded by the amendment titled "Coverage of Family Dependents".

Section F-1-b of the Benefit Schedule is superseded by the attached amendment titled "Prescription Plan 3".

RETIREES

FILED
MAY - 5 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

COVERAGE: All Subscribers have "S" Coverage. All Family Dependents have "S" Coverage.
MONTHLY PAYMENTS: The monthly payments per Family Unit required under this Agreement are:

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Basic Rate Structure		Total
Subscriber	$ 28.73	$ 28.73
Subscriber with one Family Dependent	Add $ 28.73	$ 57.46
Subscriber with two or more Family Dependents	Add $ 25.50	$ 82.96

Variables to Basic Rate Structure

For each dependent child age 19 to 24 in a family of four or more Members	Add $ 14.37
For each Member age 65 or older who is (a) not entitled to benefits under Part B of Medicare, or (b) entitled to benefits under Part B of Medicare but has not assigned such benefits to Health Plan	Add $ -0-
For each Member (up to 3 per Family Unit) entitled to benefits under both Parts A and B of Medicare who has assigned Part B benefits to Health Plan:	
Subscriber	Subtract $ 10.38
Subscriber's spouse (or child if there is no spouse)	Subtract $ 10.38
Other Family Dependents	Subtract $ 7.15

Approved as to Form
Dated .....
County Counsel of Yolo County

EMPLOYER CONTRIBUTION: Determined by Group.
OPEN ENROLLMENT PERIOD: ~~Applications made during the Open Enrollment Period~~ None.
~~provide coverage effective~~ Transfers only.

Date Accepted April 26, 1977

Group

Yolo County
Auditor's Office
Woodland, California 95695

By Lynda J. Thompson Chairman
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Executed at Oakland, California to take effect
as of July 1, 1977
Date April 15, 1977

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: John C. Custer
Authorized Representative, Northern California

680 SS P/R dr3 dep9+ M/R 18-35

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California District

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

FACE SHEET – PAGE ONE

INTRODUCTION

This Service Agreement, consisting of the attached Group Medical and Hospital Service Agreement and Benefit Schedule(s), as supplemented by this Face Sheet, has been entered into between Kaiser Foundation Health Plan, Inc., a California nonprofit corporation, herein called "Health Plan", and the organization named below, herein called "Group".

Micro Fiched

Health Plan, in consideration of the monthly payments to be paid to Health Plan by Group and in consideration of the Supplemental Charges to be paid by or on behalf of Members, agrees to arrange necessary Medical and Hospital Services and other benefits as specified in the Benefit Schedule(s) and addenda attached hereto for eligible persons who enroll hereunder, in accord with the terms, conditions, limitations and exclusions of this Agreement.

TERM AND TERMINATION

This Agreement continues in effect from the effective date stated below for one year, and from year to year thereafter, subject to Health Plan or Group terminating this Agreement by written notice to the other at least 60 days prior to any yearly anniversary of the effective date. This Agreement also may be terminated pursuant to Section 9.

AMENDMENT PROCEDURE

Health Plan may amend this Agreement with respect to any matter, including rates, effective as of any yearly anniversary of the effective date of this Agreement by mailing a postage prepaid notice of the amendments to Group at its address of record with Health Plan at least 60 days before the anniversary. All such amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance at least 30 days before the anniversary, in which event this Agreement and all rights to services and other benefits hereunder terminate on the anniversary.

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

PRESCRIPTION PLAN 3

Section F-1 of the Benefit Schedule is amended to read as follows:

F. PRESCRIBED MEDICATIONS, IMMUNIZATIONS, AND DRESSINGS AND CASTS

1. Prescribed Medications.

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(a) Administered to Members.

(i) While Hospitalized. During hospitalization specified in this Benefit Schedule, all prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials are provided without charge.

(ii) In Medical Offices, Emergency Departments, and on House Calls. All prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials administered at Medical Offices, at Hospital emergency departments, and on house calls are provided without charge.

(b) Purchased by Members. Members may purchase covered medications and accessories for $1.00 for each prescription unless the quantity prescribed exceeds both (i) the smallest therapeutic package made by the manufacturer, and (ii) 34 day's supply. Each prescription refill is provided on the same basis as the original prescription. If the prescription or refill is for a quantity greater than the limits described above, the charge is an additional $1.00 for each multiple of such quantity or fraction thereof, except that the charge is only $1.00 for each 100 nitroglycerin, phenobarbital or thyroid U.S.P. tablets if they are prescribed by a physician or dentist in quantities of 100 or more.

The following medications and accessories are covered only when prescribed by physicians or dentists and obtained at pharmacies in Hospitals and designated Medical Offices. The scheduled hours of operation of such pharmacies will be provided to Group on request.

(i) Drugs for which a prescription is required by law.

(ii) Additional drugs and accessories:

(1) Diabetic supplies:

(A) insulin;

(B) sugar test tablets, sugar test tape, acetone test tablets, and Benedict's solution or equivalent;

(C) disposable needles and syringes in quantities needed for injecting prescribed insulin are provided without charge.

(2) Compounded dermatological preparations (ointments and lotions which must be prepared by a pharmacist in accord with a physician's prescription).

(3) Elixir Terpin Hydrate, N.F.

(4) The following anti-acids: aluminum hydroxide, aluminum hydroxide with magnesium trisilicate, aluminum and magnesium hydroxide gel, calcium carbonate, magnesium carbonate suspension, and dihydroxyaluminum aminoacetate.

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
ADDITIONAL PROVISIONS

Group 61 (PERS)

COVERAGE OF FAMILY DEPENDENTS

1. The first paragraph of Section 2-A(2) of the Service Agreement is amended to read as follows:

(2) Family Dependents. To be a Family Dependent a person must be:

(a) The Subscriber's spouse; or

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(b) A dependent child of the Subscriber or the Subscriber's spouse and either:

(i) Unmarried and under age 24; or

(ii) Over age 24 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 24, and chiefly dependent upon the Subscriber or the Subscriber's spouse for support and maintenance, with proof of incapacity and dependency furnished annually if requested by Health Plan; or

(c) Any other unmarried dependent child under age 24 entirely supported by and permanently residing in the Subscriber's household.

2. Prescription Plan 3 attached hereto supersedes Section F of the Benefit Schedule.

3. Eligibility

The intent of the following provisions is to provide continued Kaiser Foundation Health Plan coverage for employees of public agencies after their retirement.

(1) To be eligible to enroll or continue enrollment under this Service Agreement the Subscriber must be a retiree who meets the following additional requirements:

a. The Subscriber must be retired from a public agency contracting with the Public Employees Retirement System for administration of retirement funds.

b. The Subscriber must be receiving an annuity through the Public Employees Retirement System sufficient to provide deduction of monthly Health Plan charges.

c. The Subscriber must be retired from a public agency which has in force a Service Agreement with the Kaiser Foundation Health Plan to provide health benefits for active employees.

Group 61

d. The Subscriber must be a retiree who is not eligible to participate in the Meyers-Geddes Plan for public employees.

e. The Subscriber must be a transfer member from active employees' status with no lapse in membership between active and retired status.

(2) To be eligible to enroll or continue enrollment under this Service Agreement a Family Dependent must meet the following additional requirements:

a. The dependent must be a transfer member from active employee status with no lapse in membership between active and retired status.

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b. A new spouse or dependent child may be enrolled only if the Subscriber acquires the new dependent (through marriage, birth or adoption) after retirement. Any family member who was the Subscriber's dependent but not enrolled at the time of retirement is not eligible to enroll after the Subscriber's enrollment, except that a dependent who was not enrolled because of a Kaiser Foundation Health Plan membership status as a Subscriber may be added as a dependent, provided there is no lapse in membership.

c. An enrolled spouse who became a surviving dependent and is eligible for continued payment of monthly charges by means of Public Employees Retirement System deductions may change from dependent to Subscriber status on the death of the Subscriber.

THE AMERICAN INSTITUTE OF ARCHITECTS

FILED
MAY - 5 1977
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

YOLO COUNTY
AGREEMENT NO. 77-114

AIA Document B141

Standard Form of Agreement Between Owner and Architect

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THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this 1st day of March in the year of Nineteen Hundred and Seventy-Seven

BETWEEN the Owner: COUNTY OF YOLO
A Political Sub-Division of the State of California

and the Architect: FRANCESCHI & SCHREITER, dba
FRANCESCHI, LOPES & SCHREITER, ARCHITECTS, INC.

For the following Project:
(Include detailed description of Project location and scope)

YOLO COUNTY DETOXIFICATION FACILITY
Conversion of Former O.B. Ward
Yolo General Hospital
Woodland, California

The Owner and the Architect agree as set forth below.

PERCENTAGE OF CONSTRUCTION COST

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

A. *FOR BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of one of the following PERCENTAGES OF CONSTRUCTION COST, as defined in Article 3, for portions of the Project to be awarded under

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A Single Stipulated Sum Construction Contract	Ten	percent (10 %)
Separate Stipulated Sum Construction Contracts	xx	percent (x %)
A Single Cost Plus Fee Construction Contract	xx	percent (x %)
Separate Cost Plus Fee Construction Contracts	xx	percent (x %)

B. *FOR ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:

1. Principals' time at the fixed rate of thirty dollars ($ 30) per hour.
For the purpose of this Agreement, the Principals are:

Franceschi, Raymond R.
Schreiter, George C.

2. Employees' time (other than Principals) at a multiple of
(2-1/2) times the employees' Direct Personnel Expense as defined in Article 4.

3. Services of Professional consultants at a multiple of
(1-1/2) times the amount billed to the Architect for such services.

C. ~~*AN INITIAL PAYMENT* of dollars ($ shall be made upon the execution of this Agreement and credited to the Owner's account.~~

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D. *FOR REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.

III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:

A. *IF SCOPE* of the Project is changed materially, compensation shall be subject to renegotiation.

B. *IF THE SERVICES* covered by this Agreement have not been completed within Twenty-Four (24) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

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1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract

Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

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1.3 ADDITIONAL SERVICES

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

~~1.3.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.~~ 225 9

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

mechanical & structural

1.3.5 Providing services to investigate existing conditions or facilities ~~or to make measured drawings thereof~~, or to verify the accuracy of drawings or other information furnished by the Owner. 225 9

~~1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.~~ 227 9

1.3.7 Providing Detailed ~~Estimates of Construction Cost or detailed~~ quantity surveys or inventories of material, equipment and labor. 224 9

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

~~1.3.9 Providing services for planning tenant or rental spaces.~~ 226 9

1.3.10 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type

set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.19 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

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2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including costs of managing construction;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the

Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

~~**5.1.1** Expense of transportation and living when traveling~~ in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications, excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates, and ~~expense of renderings or models for the Owner's use~~.

5.1.4 Expense of computer time for professional services when included in Paragraph II.

5.1.5 Expense of computer time when used in connection with Additional Services.

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ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

~~**6.1.1** An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.~~

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase ...	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect

shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

20 percent if termination occurs during the Schematic Design Phase; or

10 percent if termination occurs during the Design Development Phase; or

5 percent if termination occurs during any subsequent phase.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

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11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

ARTICLE 14

OTHER CONDITIONS OR SERVICES

The Architect shall make an inspection, or inspections, at the termination of the guarantee periods set forth in the Construction Documents, to ascertain compliance with the requirements stipulated in the Guarantees and shall submit a written report of his findings to the Owner and the Contractor.

The fee for the Basic Services of the Architect, based upon the project scope established by the Architect's preliminary drawings dated 4/5/77 as approved by the Using Agency, shall not exceed the sum of $ 4,000.00 which is based upon a 10-percent fee (as set forth on page 2 of this Agreement) computed upon an estimated construction cost of $ 40,000.00 .

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This Agreement executed the day and year first written above.

OWNER
COUNTY OF YOLO
A Political Sub-Division of the State of California

By Linda J. Thompson
Chairman, Board of Supervisors
County of Yolo.

ARCHITECT : FRANCESCHI & SCHREITER, dba FRANCESCHI, LOPES & SCHREITER, ARCHITECTS, INC.

By Raymond R. Franceschi
Raymond R. Franceschi, Architect AIA/CSI

This Architectural Corporation will furnish architectural services by and under the direction of certificated Architects.

Approved as to Form

Dated .....

County Counsel of Yolo County

AIA DOCUMENT B141 • OWNER-ARCHITECT AGREEMENT • JANUARY 1974 EDITION • AIA® • ©1974
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

CR 974

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FILED
APR 29 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-115

THIS AGREEMENT made and entered into this 13th. day of April, 1977, by and between RECLAMATION DISTRICT NO. 108, a reclamation district, hereinafter referred to as DISTRICT, and the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, a controversy exists between the parties hereto as to the respective rights, duties and obligations of the parties hereto with reference to the property hereinafter described, under and by virtue of the Revenue & Taxation Code of the State of California (Chapter 9, Part 6, Div. 1, §§3900 through 3913) and concerning the payment by DISTRICT of certain rentals on property owned by it in lieu of taxes; and

WHEREAS, the parties hereto desire to compromise and fully settle, satisfy and adjust said controversy in the manner hereafter set forth, and to amend and modify agreements covering said subject matter between the parties hereto dated the 16th day of February, 1953; February 10, 1961; April 9, 1965; April 8, 1966; January 21, 1972; April 16, 1973; March 25, 1974; and April 11, 1975.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. On April 15, 1977, DISTRICT will pay to COUNTY ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED FORTY-SIX and 22/100 ($193,246.22) DOLLARS out of rentals derived by it from property owned by said DISTRICT situate, lying and being in the County of Yolo, State of California, and known as Tract No. 6 on the Rolls of Assessment No. 5 of said DISTRICT, said tract containing approximately 8,100.82 acres of land, more or less.

2. On the 15th day of April of each and every calendar year thereafter, DISTRICT will pay to said COUNTY out of

the rentals derived from said property the same amount, to wit: ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED FORTY-SIX and 22/100 ($193,246.22) DOLLARS so long as it continues to own the whole of said property. In the event that DISTRICT sells or otherwise disposes of said property the obligation of DISTRICT hereunder will fully terminate. In the event DISTRICT sells or ceases to own any part of said property, the payment to be made thereon shall be reduced in proportion to the acreage sold or otherwise disposed of. For the purpose of ascertaining the payments due hereunder, the status of the ownership of said property shall be determined as of April 15th in each calendar year.

Micro Fiched

3. It is expressly agreed that upon payment of the sums of money herein stipulated to be paid, said DISTRICT shall be released and discharged of any and all obligations arising directly or indirectly under the Revenue & Taxation Code of the State of California, or any other obligation to pay money in lieu of taxes.

The obligation of DISTRICT hereunder is to make payments only out of rentals from said property and cannot in any event exceed the amount of rentals received by said DISTRICT.

Either party shall have the right to abrogate and terminate this contract after the payment of April 7, by giving written notice to the other thirty (30) days prior to April 15th of each year.

This agreement shall abrogate and supersede the agreements between the same parties covering this subject matter dated February 16, 1953; February 10, 1961; April 9, 1965; April 8, 1966; January 21, 1972; April 16, 1973; March 25, 1974; and April 11, 1975.

IN WITNESS WHEREOF, the parties hereto, under and pursuant to the authority of their governing bodies, have

caused these presents to be executed by their officers hereunto duly authorized.

RECLAMATION DISTRICT NO. 108

BY _____

BY _____

BY _____

ATTEST:

_____
SECRETARY

Micro Fiched

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Approved as to Form
Dated 4-29-77
County Counsel of Yolo County

Book

RECEIVED
MAY - 0 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
MAY - 0 1977
LAURENCE P. HENIGAN, Clerk
By DEBRA E. CONLEY Deputy

YOLO COUNTY AGREEMENT NO. 77-116

AGREEMENT FOR THE USE OF BUTTE COUNTY JUVENILE HALL

THIS AGREEMENT entered into this 26th day of April, 1977, by and between the COUNTY OF BUTTE, herein called "Butte", and the COUNTY OF YOLO, herein called "Yolo", both counties being political subdivisions of the State of California.

Micro Fiched

W I T N E S S E T H:

WHEREAS, the contracting parties are mutually desirous of providing appropriate facilities for the housing of minors of the Juvenile Court committed thereto and to use the Butte County Juvenile Hall therefor; and

WHEREAS, Butte is willing to receive in its Juvenile Hall minors from Yolo County to the extent of excess accommodations above the needs of Butte, subject to the express condition that placement needs of Butte are to be met before Juvenile Court minors of Yolo County will be received and kept in such Juvenile Hall; and

WHEREAS, Yolo desires to place minors of its Juvenile Court in said Juvenile Hall to the extent that such excess accommodations may exist, subject to such conditions;

1. Yolo agrees to reimburse Butte for the cost of care of each minor so placed for each day or portion thereof that such minor is housed in the Butte County Juvenile Hall at per diem rates established periodically by the Butte County Board of Supervisors pursuant to Welfare and Institutions Code Section 904. The rate currently established is $30.42. Said rates are for board and

board and care only and do not include any legal or other services whatsoever.

In the event a writ of habeas corpus or some other similar proceeding is brought by or on behalf of a juvenile placed in the Butte County Juvenile Hall, it is agreed that Yolo shall assume full responsibility for defending such writ, and in the event Yolo is unable or unwilling to do so, it shall compensate Butte for all expenses including pro rata share of salaries, etc., incurred by Butte in the defense thereof.

Micro Fiched

2. Additionally, Yolo agrees to pay for or to reimburse Butte for the actual cost of any necessary surgical, medical, or dental care required by minors of the Juvenile Court of Yolo detained in the Butte County Juvenile Hall.

3. Yolo also agrees to reimburse Butte for a pro rata share of the Butte County portion of the cost of operation of the Table Mountain School, at a per diem rate established by the Butte County Superintendent of Schools, for each day that such Yolo minors are enrolled in said school.

4. Yolo will provide transportation for its juveniles to and from Butte County Juvenile Hall. At the time of admission, Yolo will provide Butte a copy of the Yolo County Juvenile Court detention order, petition, and medical release forms for each juvenile.

5. Upon request of Butte, Yolo will remove any intractable or difficult minors.

6. Butte is under no obligation to accept the minors of

Yolo and the Probation Officer of Butte, in his discretion, may decline to accept or retain wards if by reason of limited facilities or other conditions affecting the welfare of the minors at the Juvenile Hall, it appears to be undesirable to accept said minors.

7. Yolo agrees, pursuant to Government Code § 895.4 that it shall fully indemnify and hold Butte harmless from any damage or liability occurring by reason of any act or omission of Yolo or its officers, agents, servants or employees occurring in the performance by Yolo under this agreement. Butte agrees, pursuant to Government Code § 895.4 that it shall fully indemnify and hold Yolo harmless from any damage or liability occurring by reason of any act or omission of Butte or its officers, agents, servants or employees occurring in the performance by Butte under this agreement.

Micro Fiched

8. This agreement may be terminated at any time by either party hereto upon thirty (30) days written notice.

9. This agreement shall take effect on the 26th day of April, 1977, and shall supersede any prior oral or written agreement between the parties hereto.

IN WITNESS WHEREOF the parties have executed these presents by causing them to be subscribed by the Chairman of the Boards of Supervisors of each of the counties and the seal of the Boards

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to be affixed and attested by the respective clerks thereof the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

Jungle J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas
Deputy

(SEAL)

Micro Fiched

COUNTY OF BUTTE, a political subdivision of the State of California

Clifton L. McKelson
COUNTY ADMINISTRATIVE OFFICER

ATTEST:

CLARK A. NELSON
COUNTY CLERK

By Margie Catt
CLERK

(SEAL)

Dated: May 6, 1977

BK.

FILED
MAY - 6 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 77-117

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 3rd day of May, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and RICHARD N. BLOOM and BETTY D. BLOOM, HIS WIFE, P.O. BOX 70, Brooks, California, 95606, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. County and J. W. POWELL and ESTHER FERN POWELL entered into a Land Use Contract, Yolo County Agreement No. 72-284, which was recorded in the Office of the County Recorder of the County of Yolo in Book 1051 of Official Records at Page 625.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 72-284.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

SUCCESSOR

BY _____
RICHARD N. BLOOM

BY _____
BETTY D. BLOOM

ATTEST:

LAURENCE P. HENIGAN, CLERK

_____
DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On May 5, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this May 6, 1977, before me the undersigned County Clerk of the County of Yolo, personally appeared Richard N. & Betty D. Bloom, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 6th day of May, 1977.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

(Rev. 4-71)

RECEIVED
MAY 2[illegible] 1977
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
MAY 2 6 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 77-118

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 3rd day of May, 1977, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and NANCY McRAE, a married woman, as her sole and separate property, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and JOHN H. MACK entered into a Land Use Contract, Yolo County Agreement No. 71-442, which was recorded in the Office of the County Recorder of the County of Yolo in Book 986 of Official Records at Page 322.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-442.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN
BOARD OF SUPERVISORS, COUNTY OF YOLO

SUCCESSOR

BY Nancy McRae
NANCY McRAE

BY _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

Micro Fiched

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On May 3, 1977, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this May 24, 1977, before me, the undersigned a Notary Public in and for the said county and state, personally appeared ****Nancy McRae*****
known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 24th day of May, 1977.

OFFICIAL SEAL
BERNA D. O'HAIR
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My comm. expires SEP 15, 1979

Berna D. O'Hair
NOTARY PUBLIC

RECEIVED
MAY 5 1977
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
Deputy

AGREEMENT NO. 77-119

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 3rd day of May, 197 7, by and between the COUNTY OF YOLO (hereinafter referred to as "COUNTY"), and NANCY McRAE, a married woman, as her sole and separate property, (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and ERNEST J. PFANNER, JR. entered into a Land Use Contract, Yolo County Agreement No. 71-235, which was recorded in the Office of the County Recorder in Book 968 of Official Records at Page 638.

2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNER and is bound by the terms and conditions thereof.

3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-235.

2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN OF THE BOARD OF SUPERVISORS, COUNTY OF YOLO

SUCCESSOR

BY Nancy McRae
NANCY McRAE

BY _____

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On day 3, 1972, before me, the undersigned County Clerk of the County of Yolo, personally appeared TWYLA J. THOMPSON, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

WITNESS my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this May 24, 1977, before me, the undersigned a Notary Public in and for the said county and state, personally appeared ****Nancy McRae******

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 24th day of May, 1977.

OFFICIAL SEAL
BERNA D. O'HAIR
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My comm. expires SEP 15, 1980

Berna D. O'Hair
NOTARY PUBLIC

YOLO COUNTY AGREEMENT NO. 77-120

STANDARD AGREEMENT — STATE OF CALIFORNIA — STD. 2 (REV. 11/75)

APPROVED BY THE ATTORNEY GENERAL

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 1st day of July, 19 76, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Chief, Program Services Branch	Health	76-55550

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, under provisions of Section 1511 of the Health and Safety Code, the State Department of Health may contract for state, county, or other public agencies to assume specified licensing, approval, or consultation responsibilities in regard to community care facilities, and

Micro Fiched

WHEREAS, the State Department of Health deems it advisable to delegate to the County of Yolo, through a contract, the authority and responsibility for the inspection, program assistance and the securing of compliance with the Community Care Licensing Program laws and regulations and the mailing of State Department of Health licenses;

NOW THEREFORE, in accord with the conditions stated herein, it is mutually agreed as follows:

RECEIVED
JUL 13 1977
LAURENCE P. HENIGAN, Clerk

FILED
JUL 13 1977
LAURENCE P. HENIGAN, Clerk
By Debra E. Corley

Approved as to form
CHARLES R. MACK
COUNTY COUNSEL
By
DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County
BY (AUTHORIZED SIGNATURE): ▶ [signature]	BY (AUTHORIZED SIGNATURE): ▶ X [signature]
TITLE: Chief, Program Services Branch	TITLE: CHAIRMAN BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR	ADDRESS: 20 Cottonwood Street, Woodland, CA 95695

Department of General Services Use ONLY

Exempt from Department of General Services approval per SAM Section 1206.

JUL 06 1977

AMOUNT ENCUMBERED: $ -0-	APPROPRIATION			FUND	
UNENCUMBERED BALANCE: $	ITEM	CHAPTER	STATUTES	FISCAL YEAR: 1976	
ADJ. INCREASING ENCUMBRANCE: $	FUNCTION: Encumbering for this contract pursuant to Interagency Agreement #76-55499 between DOH and DBP.				
ADJ. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: ▶ [signature] — DATE: 6/24/77

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1205 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: ▶ [signature] — DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

I. Yolo County hereby accepts, as attested to by action of the Board of Supervisors, responsibility for the issuing of licenses and ongoing supervision of community care facilities located within the County, and assigns such responsibility to the Welfare Department. The Contractor agrees to perform licensing functions in the following community care facility categories: Small Family Home Children; Small Family Home Adults; Large Family Home Adults; Small Family Day Home Children; Large Family Day Home Children.

II. The County shall:

A. Furnish the necessary accommodations, materials, and equipment to accomplish the licensing functions herein delegated.

Micro Fiched

B. Assure that adequate, qualified staff are made available to perform the licensing and survey functions as required in the laws and regulations governing the categories of facilities indicated in Section I above, and perform the functions outlined in Subsection C below.

C. Perform licensing functions covered by this contract limited to the following:

1. Preapplication.

a. Present information regarding the specific regulations and legal requirements of obtaining a license.

b. Address and mail applications, regulations, and other material.

2. The initial and renewal evaluation which includes:

a. Processing written applications, obtaining and verifying supporting documents and information.

b. Site visits and interviews to determine compliance with regulations.

c. Preparation of reports related to site visits and interviews.

d. Review of all documents and clearances to approve or disapprove applications.

e. Actions related to the denial of an application or the appeal of a denial of application.

f. Preparation and delivery of license.

3. Investigation of complaints and violations which includes:

a. Personal contact with person making complaint to secure complete information on alleged health and safety violation, or other regulatory noncompliance.

b. Site visit, when necessary, to investigate complaint, talk with licensee and others involved.

c. Coordination with fire department, building and sanitation department, or other agencies about complaints and violations.

d. Additional contacts, as necessary, to verify information and obtain substantiating evidence for possible enforcement action.

4. Periodic, required, or requested site visits to licensed facilities to verify continued compliance with regulations.

5. Enforcement actions as prescribed by the State Department of Health to revoke the license, invoke civil penalties, or seek prosecution of provider in violation of licensing regulations.

6. Preparation, publishing, and distribution of a list of licensed homes or facilities.

Micro Fiched

7. Provision of information and training to carry out the provisions of the Community Care Licensing Act.

8. All travel and administrative costs to accomplish the above items.

9. All tasks relating to the documentation of any of the functions listed above.

D. Conform to all laws and regulations pertaining to the licensing of community care facilities, the enforcement procedures established by the State Department of Health, and all procedures and forms established or approved by the State Department of Health.

E. Report licensing activities and information on the forms and in the manner and at the times specified by the State Department of Health.

F. Return to the State Department of Health, upon the termination of this contract, all records and materials in its possession as may be necessary for the State to reassume any licensing function.

III. The State Department of Health shall:

A. Retain responsibility for regulations, policies, guidelines, procedures, forms, setting fees, program consultation to the County, validation of licensing process, and coordination of Department of Justice, Bureau of Identification clearances.

B. Assist the County in training staff to assure the provisions of Section II, B., are met.

C. Reimburse the County quarterly through Interagency Agreement No. 76-55499 with the Department of Benefit Payments for expenditures incurred. Reimbursement shall be made by the State, in arrears, at the end of each calendar quarter upon submission of the claim on the proper forms to the Department of Benefit Payments.

D. Reimburse the County for actual costs incurred an amount not to exceed $100 per licensed facility in accordance with paragraph C.II, during the period covered by this agreement. The total amount payable by the State, through the Department of Benefit Payments to the contractor under this agreement shall not exceed ~~$6,316~~ 14,192 SMC

E. Provide the contractor with such records in its possession as may be necessary for use of the contractor in assuming any new licensing functions not previously done.

Micro Fiched

IV. This contract shall become effective July 1, 1976, and shall terminate on June 30, 1977, except that either party to this agreement may terminate its obligation thereunder upon ninety (90) days written notice to the other party hereto.

V. In order to avoid any conflict of interest, the County relinquishes all licensing and survey functions for the county owned and/or operated facilities. The licensing functions for the county owned and/or operated facilities will be performed by the State Department of Health.

VI. The State Department of Health in its supervisory role reserves the right to examine the licensing records maintained by the County and to examine facilities that have had licenses delivered to them by the County, as is deemed necessary by the State Department of Health.

VII. The attached Exhibit A (S) entitled Additional Provisions is made a part hereof by this reference.

Attachment

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Micro Fiched

(3) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall, at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(4) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in his request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

> *("Name of Vendor or Subcontractor)* agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (*Name of Vendor or Subcontractor*) related to this *(purchase order) or (subcontract)."*

The terms "purchase order" and "subcontract" as used in this paragraph (4) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(5) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(6) **Examination of Records**

(a) The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this contract (hereinafter collectively called the "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract.

(b) The Contractor agrees to make available at the office of the Contractor at all reasonable times during the period set forth in subparagraph (c) below any of the records for inspection, audit or reproduction by an authorized representative of the State.

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(c) The Contractor shall preserve and make available his records (i) for a period of four years from the date of final payment under this contract, and (ii) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs 1 or 2 below.

1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of four years from the date of any resulting final settlement.

2. Records which relate to (i) litigation or the settlement of claims arising out of the performance of this contract, or (ii) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall be retained by the Contractor until disposition of such appeals, litigation, claims, or exceptions.

(d) Except for the records described in subparagraph (c) 2 above, the Contractor may in fulfillment of his obligation to retain the records as required by this clause substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the State or its duly authorized representative.

(7) A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(8) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(9) **Officials Not to Benefit**

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(10) **Covenant Against Contingent Fees**

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The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting *bona fide* employees or *bona fide* established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(11) **Inspection**

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(12) **Nondiscrimination in Services, Benefits, and Facilities**

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.

(13) **Procedure for Complaint Process**

The Contractor agrees that complaints alleging discrimination in the delivery of services by the contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, or physical or mental handicap, will be resolved by the State through the Department of Health's Affirmative Action Complaint Process.

(14) **Notice of Complaint Procedure**

The Contractor shall, subject to the approval of the Department of Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health.

(15) **Only Applicable to Hospitals**

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The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, creed, national origin or sex, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that emergency health services are available without regard to race, color, religion, sex, or national origin and without regard to ability to pay.

(16) **Only Applicable to Hospitals Accepting Medi-Cal Patients**

The Contractor will not discriminate against the intended beneficiaries of funds monitored by the State because of race, color, religion, sex, or national origin in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by law. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: advertisement conspicuously displayed advising the public that Medi-Cal services are available to the public without regard to race, color, religion, sex, or national origin.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

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2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

To:

Auditor
State Department of Health ✓

Co. Counsel
Clayton
Welfare

XEROX
CERTIFIED COPY

BOARD OF SUPERVISORS
Yolo County, California

Date: May 10, 1977
Entry No. 14

File:

RECEIVED
MAY 25 1977
Facilities Planning
Section
Community Care Licensing

Micro Fiched

SEE:
AGREEMENT BOOK NO. 38

MINUTE ORDER NO. 77-605 : APPROVED AGREEMENT NO. 77-120, WITH THE STATE DEPARTMENT OF HEALTH, TO REIMBURSE THE COUNTY A MAXIMUM OF $100 PER LICENSE, FOR THE RESPONSIBILITY OF ISSUING LICENSES AND PROVIDING ONGOING SUPERVISION OF DESIGNATED COMMUNITY CARE FACILITIES, AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT.

Upon motion of Supervisor Marchand , seconded by Supervisor Edmonds , and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Duncan, Barton, Edmonds, Marchand, Thompson.

Noes: None.

Absent: None.

COUNTY OF YOLO) SS.

I, LAURENCE [illegible], County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors of said County, entered in the Minute Order Book thereof, on the date therein mentioned, and of the whole thereof. Witness my hand and the seal of said Board of Supervisors affixed this 18th day of May 19 77

LAURENCE [illegible]
Clerk of the Board of Supervisors

By Barbara Rodgers
Deputy

ORIGINAL

YOLO COUNTY AGREEMENT NO. 77-121

FILED

JUN 3 1977

LAURENCE P. HENIGAN, Clerk
By Debra S. Conley DEPUTY

Sacramento-Yolo Employment and Training Agency

Emergency Jobs Program Extension Act of 1976
Cooperative Agreement
Signature Sheet

SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

STATE OF CALIFORNIA ACTING BY AND THROUGH ITS EMPLOYMENT DEVELOPMENT DEPARTMENT

Pursuant to Section 608 of the Emergency Jobs Programs Extension Act of 1976 (P.L. 94-444) and instructions provided in UIPL No. 7-77, this Cooperative Agreement is entered into by the Employment Development Department and Sacramento-Yolo Employment and Training Agency. This Cooperative Agreement consists of this sheet and the attached narrative and exhibits.

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As per this Cooperative Agreement, the State Employment Development Department through its offices in the locations set forth in Exhibit A attached, hereto, agrees to verify and advise Prime Sponsor by advising its Program Agents regarding the unemployment compensation eligibility of potential Title VI PSE participants and agrees to assume responsibility to inform VI claimants of available public service jobs for which they may be eligible, according to the procedures outlined in the attached narrative.

In the event of a dispute in the development or implementation of this Cooperative Agreement, the State Employment Development Department and the Prime Sponsor agree to submit unresolved issues to the Regional Administrator for resolution.

Copies of this Cooperative Agreement shall be retained by (1) the Prime Sponsor, (2) the State Employment Security Agency, and (3) the Regional Administrator.

City Agreement No. 77-121

APPROVED FOR THE PRIME SPONSOR	APPROVED FOR THE EMPLOYMENT SERVICE
Sacramento-Yolo Employment and Training Agency	State of California Acting by and Through Its Employment Development Department
By BETSY A. MARCHAND	By
Name and Title	Name and Title W. D. Hormel District Administrator, District I
Signature Betsy A. Marchand	Signature W. D. Hormel
Approved for Program Agent	Approved for Program Agent
City of Sacramento	County of Sacramento
By PHILLIP L. ISENBERG	By
Name and Title MAYOR	Name and Title
Signature Phillip L. Isenberg	Signature

County of Yolo

By TWYLA J. THOMPSON

Name CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

Signature Twyla J. Thompson

Approved as to

Dated

County Counsel of

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Cooperative Agreement Between the
Employment Development Department and the
Sacramento-Yolo Employment and Training Agency

Narrative

This narrative will outline the responsibilities of both the Sacramento-Yolo Employment and Training Agency and the Employment Development Department and the procedures to be followed in implementing the Emergency Jobs Program Extension Act of 1976, Title VI projects.

1. The Sacramento-Yolo Employment and Training Agency, Prime Sponsor through its Program Agents will provide the Employment Development Department (EDD) with job orders for Public Service Employment (PSE) program job openings on a continuing and timely basis. These job orders will detail the following:

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   a. Number and types of jobs and starting salary for each.
   b. Job descriptions (to the extent that they are available) and minimum qualifications for all positions.
   c. An indication of the minimum participant eligibility requirements for PSE positions and the target groups to which the Prime Sponsor accords priority consideration.
   d. An indication of the deadline for applying for the PSE positions.

2. The EDD will post a notice to inform all individuals of the availability of PSE job opportunities. Attachment A provides the suggested format of this notice.

3. The EDD will verify, to the extent possible, that all persons referred to PSE job openings are eligible to participate in the program.*

   a. Persons who have been receiving unemployment compensation for 15 or more weeks (see Attachment D for definition)

   The EDD staff will be responsible for identifying claimants who have filed claims for 15 weeks or more, for determining their interest in PSE jobs and for screening against the lower living standard income level criteria (see Attachments B and D). The Public Service Jobs Interest form (see Attachment C) will be completed by the claimant and reviewed and signed both by the claimant and an EDD staff member.

   b. Persons who have exhausted all unemployment compensation benefits

   The EDD staff will notify those individuals who have exhausted all

*All PSE participants must reside within the appropriate Program Agent's geographic jurisdiction.

Unemployment Compe fits (see Attachment nition) of their possible e for PSE jobs. The P vice Jobs Interest form mpleted by the applic eviewed and signed both by ant and an EDD staff

c. Persons who are ine r unemployment compe o have been unemployed for e consecutive weeks

The EDD staff will se individuals found etarily ineligible (see Att for definition) for U s of the PSE program. Th Service Jobs Interest l be completed as descri above.

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d. Persons who are rec milies receiving AFDC

The EDD staff will interested WIN partic entified by screening from th FDC) file and inform t e PSE program. In add EDD staff will estab aison with the Department Services to insure t tial WIN volunteers are in of their eligibility f ipation in the PSE program.

e. Veterans

A veteran who served U.S. Armed Forces duri etnam Era (August 5, 1964 t May 7, 1975), who has active duty for a period of n 180 days or who was ed or released from active r a service connected y, shall be immediately , upon discharge, for ation in an activity under (2) and (b)(1) witho to the 15 weeks une quirement which would pertain. (38 U.S.C. rovided such veteran b- tained permanent, fu nsubsidized employment the time of discharge a of application for tion in Title VI.)

The EDD staff will prov applicants with a Public Service Jobs Int before they are refe Prime Sponsor's Progra the Prime Sponsor's P nts

will not ac[cept] [appli]cations from persons who do not possess this
form. Per[sons] [who] not possess the form will be referred to the
EDD office f[or] [eligi]bility verification interview.
The EDD will [ensure] that, to the extent possible, referrals for PSE
jobs are re[flective] (e.g., veterans status, age, sex, race,
ethnic back[ground]) of individua's residing in Prime Sponsor's
jurisdiction[al] [area]r, priority consideration will be accorded
to members [of] and locally mandated target groups (see Micro Fiched
Attachment [I]). [Simila]ly, the EDD will attempt to insure that referrals
are distrib[uted] [equita]bly among the five eligible categories (e.g., UI
recipients, [ex-UI] [claim]ees, UI ineligibles, AFDC recipients, and veterans)
in proportio[n] [reasona]ble to their incidence in the unemployed
population [of] [the] Sponsor's jurisdiction.
The Prime Sp[onsor] [will] create public awareness of the Title VI
PSE program [through] [con]tact with public service agencies, veteran's
organizatio[ns] [and] [ot]her community organizations. Potential PSE
participants [will] [be] informed that their eligibility must be verified
by the EDD b[efore] [they] may apply for PSE openings.
Within two w[eeks] [fol]lowing the close of a recruitment, the Prime
Sponsor's Pr[ime] [agen]ts will provide the EDD with names and social
security num[bers] [of a]ll persons who are enrolled in the PSE program.
The EDD staff [will] [also] be notified of all persons who refuse to
accept PSE j[obs].
Program Agent[s] [may] pre-select applicants for program job openings
sending the[m] [for] eligibility certification and referral back
to the hiring [entit]y with a commitment to hire. This type of
activity abr[idges] [the] 's responsibility under terms of this agreement.

Attachment A

NOTICE

PUBLIC SERVICE EMPLOYMENT

The purpose of this notice is to inform you about your possible eligibility for temporary public service jobs at the State and local agencies and the availability of such jobs, and is not intended to force or compel you to consider such job openings.

Public service jobs may soon become available under the Emergency Jobs Programs Extension Act of 1976. To be eligible for consideration for these jobs an individual must be one of the following:

- A member of a family receiving AFDC (Aid to Families with Dependent Children)
- An unemployed person receiving unemployment compensation for at least 15 weeks
- An unemployed person ineligible for unemployment compensation who has been unemployed for 15 or more consecutive weeks
- A member of a family that has a total annual family income equal to or less than the appropriate lower living standard income level of his/her area

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- Veterans newly discharged, provided such veteran has not obtained permanent, full-time unsubsidized employment between the time of discharge and the time of application for participation in Title VI.

Attachment B

Sacramento-Yolo Employment and Training Agency's lower living standard level:

Family Size					
One	Two	Three	Four	Five	Six
$2,490	$4,080	$5,500	$6,910	$8,150	$9,540

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PUBLIC SERVICE JOBS INTEREST FORM

Attachment C

Congress and the Administration are currently considering expanding the Public Service Jobs Program. *We are therefore gathering names of persons who may be eligible to apply for such jobs.*

THIS DOES NOT GUARANTEE THAT YOU WILL BE CALLED FOR AN INTERVIEW. THIS FORM IS TO OBTAIN INFORMATION REGARDING YOUR INTEREST IN BEING CONSIDERED FOR JOBS IF AND WHEN ANTICIPATED PROGRAMS ARE FUNDED.

If you are *interested in being considered* for a temporary public service job available through special Federal funding, you must furnish information outlined below to assist in determining your eligibility.

NOTICE

THE GOVERNOR'S EXECUTIVE ORDER B-22-76 REQUIRES THE FOLLOWING INFORMATION TO BE PROVIDED WHEN COLLECTING INFORMATION FROM INDIVIDUALS.

AGENCY NAME	TITLE OF OFFICIAL RESPONSIBLE FOR INFORMATION MAINTENANCE	
Employment Development Department (EDD)	Director of EDD, c/o Management Analysis Division	
LOCAL CONTACT PERSON	ADDRESS	TELEPHONE NUMBER
Manager of this Employment Development Department Facility	800 Capitol Mall, Sacramento, CA 95814	(916) 445-0324

Authority for maintenance of this information is the Emergency Jobs Program Extension Act of 1976. This information is to screen for Public Service Jobs. Providing this information is voluntary. If you do not provide it, you may not be considered for the Program. This information may be shared with CETA Prime Sponsors and/or their agents. Each individual has the right to review his/her file maintained by EDD.

(NOTE: Complete and return *only* if interested.)

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1. Name _____ Social Security Number ___ – ___ – _____
(Please Print)

2. Residence Address _____

3. Phone _____

4. a. What is your occupation(s)? _____

b. Last day worked at any job _____ c. Are you a veteran? Yes ☐ No ☐

5. Enter the total number of persons (including yourself) living in your household who are related to you by blood, marriage, or adoption. _____

6. The following items include income for the entire household:

a. Gross wages or salary (for last 3 months). Include total money earnings before deductions, for work performed as an employee. . . . . $_____

b. Self-employment income (for last 3 months). Include net money income-gross receipts minus operating expenses. . . . . $_____

c. Farm income (for last 3 months). If you or members of your family reside on an operating farm, include income received from the sale of farm products. . . . . $_____

d. Other income (for last 3 months). Include money received from net rent, social security benefits, OASI and Federal Disability Insurance, pensions, alimony, child support, and periodic income from insurance policy annuities. . . . . $_____

e. TOTAL (a thru d) . . . . . $_____

_____ (Signature)

_____ (Date)

FOR DEPARTMENT USE ONLY

15 weeks UI ☐ UIB Exhaustee ☐ IE, Unemployed 15 weeks ☐ AFDC Member ☐

_____ (Date)

_____ (Signature of Verifying Interviewer)

DE 8454 (3-77) PUBLIC SERVICE JOBS INTEREST FORM

FORMULARIO PARA PERSONAS INTERESADAS EN EL PROGRAMA DE EMPLEOS EN SERVICIO PUBLICO

El Gobierno Federal y el Congreso Nacional están considerando la posibilidad de [illegible]ar el Programa de Empleos en Servicio Público. Por este motivo, queremos establecer una lista de las personas que podrán tener derecho a solicitar tales empleos.

LLENAR EL FORMULARIO NO LE GARANTIZA QUE SE LE ENTREVISTARA, SOLO NOS INFORMA DE SU DESEO DE SER SELECCIONADO PARA OBTENER UN EMPLEO, EN CASO DE QUE SE OBTENGAN LOS FONDOS.

Si desea ser una de las personas consideradas por el Departamento para obtención de un empleo temporal en Servicio Público, financiado por fondos especiales del Gobierno Federal, deberá suministrar la información solicitada en los números 1 al 7. Esta información nos asistirá a establecer su derecho a participar en el Programa.

AVISO

ORDEN EJECUTIVA B-22-76 DEL GOBERNADOR EXIGE QUE LA SIGUIENTE INFORMACION SEA PROPORCIONADA CUANDO SE OBTIENE INFORMACION DE LAS PERSONAS QUE ATENDEMOS.

NOMBRE DE LA INSTITUCION ESTATAL	CARGO OFICIAL DE LA PERSONA RESPONSABLE POR CONSERVAR EL ARCHIVO DE ESTA INFORMACION	
Employment Development Department (EDD)	Director de EDD, c/o Management Analysis Division	
PERSONA RESPONSABLE EN ESTA OFICINA DE EDD	DIRECCION	TELEFONO
Jefe o Gerente	800 Capitol Mall, Sacramento, CA 95814	(916) 445-0324

La Ley de 1976 de Extensión el Programa de Emergencia para Obtener Empleos autoriza la conservación de esta información. Esta información será usada para seleccionar solicitantes de Empleos en Servicio Público. No es obligatoria proporcionar esta información, no obstante, si no la provee es posible que no se le considere para participar en el Programa. La información podrá ser proporcionada a instituciones administrativas del Programa CETA y/o sus representantes. Toda persona tiene derecho a revisar su archivo en la oficina del Departamento de Desarrollo del Empleo.

MIC 47

NOTA: Deberá completar y regresar el formulario *solamente* si está interesado.

1. Nombre y Apellido _____ No. del Seguro Social Micro Fiched
   escriba con letra clara y legible
2. Dirección Completo _____
3. Teléfono _____
4. a. ¿Cuál es su oficio o profesión? _____
   b. ¿Cuál fue el último día que trabajó? _____ c. ¿Es Veterano Militar? Si ☐ No ☐
5. Incluyéndose Ud. mismo(a), indique el número de personas que residen en su domicilio y que sean parientes por consanguinidad, matrimonio o adopción _____
6. Indique el ingreso total personal y de las personas que residen en su domicilio.
   a. Ingresos brutos por salarios o jornales durante los últimos 3 meses. Incluya los ingresos totales sin deducciones que recibió(recibieron) por prestar sus servicios como empleado(s). $ _____
   b. Ingresos por trabajo independiente o en su propio negocio durante los últimos 3 meses. Suministre ingresos netos. (ingresos brutos menos gastos de operación). . . . . $ _____
   c. Ingresos por producción o venta de productos agrícolas durante los últimos 3 meses. Si Ud. o algún miembro de su familia residen y trabajan en una finca o rancho, suministre ingresos recibidos por la venta de productos agrícolas. . . . . $ _____
   d. Ingresos adicionales durante los últimos tres meses. Indique los ingresos netos de arriendos de propiedades, beneficios, indemnizaciones y pago de jubilaciones del Seguro Social, OASI, Seguro de Incapacidad Federal, otros pagos de jubilaciones, asignación monetaria para la manutención de esposa e hijos menores e ingresos periódicos o anuales de pólizas de seguros. . . . . $ _____
   e. TOTAL. (la suma total de los rubros a, b, c, y d) . . . . . $ _____

_____ Firma

_____ Fecha

PARA USO EXCLUSIVO DEL DEPARTAMENTO

15 weeks UI ☐ UIB Exhaustee ☐ IE, Unemployed 15 weeks ☐ AFDC Member ☐

_____ (Date)

_____ (Signature of Verifying Interviewer)

(MIC 47)

Definitions and Guidelines

1. An "Exhaustee" shall mean an individual who has made a claim for unemployment compensation and has exhausted all such benefits including EB, FSB, DUA, TRA, and/or SUA. This status will continue through the existing regular benefit year, at which time a new claim may be filed creating an eligible claim or a new status of ineligible for compensation.

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2. "Ineligible for Unemployment Compensation" shall mean an individual who is monetarily ineligible for unemployment compensation benefits, including SUA, DUA, and TRA, based on a wage finding transcript, or who is employed in an occupation not covered by unemployment compensation laws, or who is a new entrant or re-entrant to the labor market, or who has been unemployed for an extended period of time.

3. A person is eligible to participate in the Title VI program if, at the time of application, he has been receiving unemployment compensation for 15 or more weeks in instances where such receipt is uninterrupted by a period of employment. For purposes of making this determination a period of employment is defined for those whose unemployment compensation benefits are interrupted.

4. A person is eligible to participate in the Title VI program if, at the time of application, is ineligible for unemployment compensation as defined above and has been unemployed for 15 or more weeks which are uninterrupted by a period of employment. For the purpose of making this determination, a period of employment is defined as work in excess of a total of 10 hours in any calendar week or work for which the individual has earned in excess of $30 in any calendar week.

5. An eligible person must be a member of a family which has a current total family income at or below 70 percent of the lower living standard income level. In determining current family income, the Prime Sponsor shall annualize, based on the three months preceding application, total family income, utilizing the same exclusions (See #8) used to determine family income for the participant record, except with regard to public assistance payments. Only that portion of public assistance payments received by the family which a family member, including the applicant will be disqualified from receiving due to the enrollment of the applicant under Title VI (e.g., payments under the Aid to Families with Dependent Children of Unemployed Fathers program) shall be excluded.

   In instances where, due to seasonal employment, summer employment for youth, or other circumstances, the three month period is unrepresentative, the Prime Sponsor shall compute family income by totaling all family income received during the twelve months prior to application.

In determining current family income the Prime Sponsor shall disregard any income earned by the applicant while serving on active duty in the Armed Forces.

6. A veteran who served in the U.S. Armed Forces during the Vietnam Era (August 5, 1964 to May 7, 1975), and who has served on active duty for a period of more than 180 days or who was discharged or released from active duty for a service connected disability, shall be immediately eligible, upon discharge, for participation in the Title VI program without regard to the 15 weeks unemployment requirement which would otherwise pertain, provided, such veteran has not obtained permanent, full-time unsubsidized employment between the time of discharge and the time of application for participation in Title VI.

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7. Inclusions to income for purposes of determining family income

   a. Gross Wages or Salary. The total money earnings received for work performed as an employee. It represents the amount paid before deductions for income taxes, social security, bond purchases, union dues, etc. (Wages and salaries received by individuals through Public Service Employment and On-the Job Training under CETA and the EEA of 1971 shall be included in income computations.) All other manpower payments (e.g., under Work Experience, Classroom Training, services, etc.) shall be excluded.

   b. Self-Employment Income. Net money income (gross receipts minus operating expenses) from a business firm, farm or other enterprize in which a person in engaged on his/her own account.

   c. Other Income. Money income received from such sources as net rents, social security benefits (OASI and Disability Insurance), pensions, alimony, payments for child support, and periodic income from insurance policy annuities. (If a family's only source of income was from wage and salary payments, family income would be equal to gross wages or salary received.)

8. Exclusions to income for purposes of determining family income

   a. Non-cash income, such as food stamps and wages received in the form of food or housing.

   b. Inputed value of owner-occupied property, i.e., rental value.

   c. Cash welfare payments. (Any member of a family receiving cash welfare payments, as a family or through an individual member including payments under Federal, State or local welfare programs, is economically disadvantaged.)

...le to participants of or enrollees under employment ... programs such as payments for training, work ... transportation, and dependency allowances. (Note ...nd salaries received under certain employment and ...rograms are included as income, See (1) (a).

...ains and losses.

... unearned income, such as the following examples (not ...d to be an all-inclusive list, but designed to illustrate ...nceptual framework of one-time unearned income):

...yments received for a limited fixed term under income ...intenance programs and supplemental unemployment bene...it plans.

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...e-time (or fixed term) scholarship and fellowship grants.

...cident, health, and casualty insurance proceeds.

...isability and death payments, including fixed term (but ...ot lifetime) life insurance annuities and death benefits.

...ne-time awards and gifts.

...nheritances including fixed-term annuities.

...ixed term worker's compensation awards.

...erminal leave pay.

...oil bank payments.

...griculture crop stabilization payments.

...s from annual family income - veterans

...t of Section 2013, Chapter 42, of Title 38, U.S. Code, (...540- Vietnam Era Veterans Readjustment Assistance Act of ... the definition of the term "economically disadvantaged ...l" in calculating family income is to exclude the following:

...ts received as pay or allowances by any person while ...ng on active duty in the Armed Services.

...tional assistance and compensation payments to veterans and ... eligible persons under Chapters 11, 13, 31, 34, 35, and ... Title 38, United States Code.

...le 38 USC Chapter references are as follows:

...mpensation for Service Connected Disability or Death

13. Dependency and Indemnity Compensation for Service-Connected Death.

31. Vocational Rehabilitation

34. Veterans' Educational Assistance

35. War Orphans' and Widows' Educational Assistance

36. Administration of Educational Benefits

9. Special Veteran is a veteran who served on active duty in Indochina or Korea, including the waters adjacent, thereto, between August 5, 1964, and May 7, 1975, and who received other than a dishonorable discharge.

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10. Disabled Veteran is a veteran who was discharged or released from any period of active duty with other than a dishonorable discharge and who has been given a disability rating of 30% or more or whose discharge or release from active duty was for disability incurred or aggravated in the line of duty.

11. Recently Separated Veteran is a veteran who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application.

TARGET GROUPS

Federally Mandated

1. The Secretary of Labor has established a national hiring goal of 35 percent for Vietnam-Era veterans (see Attachment D.6. for definition). To the maximum extent feasible, Prime Sponsors should hire Vietnam-Era veterans to fill at least 35 percent of the newly created Public Service Employment positions.

2. Special consideration in enrolling applicants in Public Service Employment shall be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance under Title VI.

3. Veterans

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Special consideration shall be given to eligible disabled veterans, special veterans and recently separated veterans (see Attachment D for definitions).

4. Welfare Recipients.

5. Former Manpower Trainees.

FILED
MAY 20 1977
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 77-122

(Covenant Not to Sue)

THIS AGREEMENT MADE AND ENTERED this 17th day of May, 1977, between Jeanette Delaini, hereinafter "PETITIONER"; and the Yolo County Board of Supervisors, hereinafter "BOARD", the Personnel Board of Yolo County, hereinafter "PERSONNEL BOARD", and James Cameron, Sheriff of Yolo County, hereinafter "SHERIFF", collectively hereinafter referred to as "RESPONDENTS",

W I T N E S S E T H:

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RECITALS:

1. On January 4, 1971, SHERIFF discharged Gino Delaini from his position as an employee of YOLO COUNTY, specifically a Deputy Sheriff, in the Yolo County Sheriff's Department, a position which he had held from approximately 1960.

2. On January 25, 1975, Gino Delaini filed, in his own name as petitioner, a petition for a Writ of Mandate, to compel reinstatement in said position with back pay, said case being known as "Gino Delaini, Petitioner, v. James Cameron, Sheriff of Yolo County, Board of Supervisors, Yolo County; and Personnel Board, Yolo County, Respondents, Case No. 32673 in the Superior Court of the State of California, County of Yolo".

3. Subsequent to said date, general and special demurrers were filed by SHERIFF through his attorney, Lewis Shearer, and general and special demurrers and an answer with affirmative defenses were filed by BOARD and PERSONNEL BOARD through their attorney, C. Lee Humes, Deputy County Counsel.

4. Subsequent to the filing of said pleadings, the parties began settlement negotiations, recognizing the uncertainties for both sides in the case, and began discovery proceedings.

5. Subsequent to the beginning of settlement negotiations but

before said negotiations culminated in a compromise, Gino Delaini died, leaving his spouse, Jeanette Delaini.

6. On or about December 6, 1976, after stipulation by all parties, said Court granted PETITIONER'S motion to substitute Jeanette Delaini for Gino Delaini as PETITIONER in the above stated action.

7. The parties acknowledged the following uncertainties of this litigation, summarized as follows:

A. After some discovery proceedings, the parties recognize that the result in this lawsuit would be controlled by certain disputed facts, the evidence of which presently is not conclusive and the resolution of which by a Court would be difficult to predict.

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B. PETITIONER alleges that Mr. Delaini was dismissed without being afforded certain rights possibly accruing to him under the Yolo County Personnel Merit System and California case law dealing with government employees' rights. RESPONDENTS allege that the claim is without merit because PETITIONER failed to exhaust available administrative remedies and/or to file a lawsuit within the appropriate statutes of limitations set forth in the RESPONDENT'S pleadings recited hereinabove.

C. RESPONDENT BOARD and PERSONNEL BOARD raised several affirmative defenses in their answer, proof of any one of which would constitute an absolute bar or defense to the action filed by PETITIONER.

D. Further, PETITIONER and RESPONDENTS mutually acknowledge that the ultimate facts now known as to whether the claimed violation of the Yolo County Personnel Merit System, in fact, occurred, are inconclusive.

8. All parties have negotiated a settlement of this case which each believes to be a fair and equitable disposition, and wish hereby to set forth the agreement reached.

THEREFORE, PARTIES AGREE AS FOLLOWS:

AGREEMENTS:

1. The above recitals are true and correct.

2. In and for the mutual consideration of PETITIONER waiving her right to pursue the above referenced litigation, and RESPONDENTS waiving their respective rights to assert the above referenced defenses, and in exchange of the risk of an adverse result in said lawsuit for the definite and beneficial result to PETITIONER effected by this agreement, the parties agree as hereinafter stated.

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3. RESPONDENTS severally and jointly agree to enter a stipulation effecting a stipulated judgment and agree to entry of said judgment and issuance of the Peremptory Writ of Mandate, all attached hereto as Exhibit "A" and incorporated herein by this reference. RESPONDENTS further jointly and severally agree to perform the acts commanded by the aforesaid Peremptory Writ and to make return to said Peremptory Writ no later than the date set forth in said Writ. Said acts shall be accomplished: (1) by PERSONNEL BOARD recommending to BOARD that this settlement be accepted and implemented; (2) by SHERIFF signing a Yolo County Personnel Action Form reinstating Gino Delaini to the status of a Deputy Sheriff on leave of absence without pay for medical reasons (heart disease) effective January 4, 1971, and continuing through the date of Gino Delaini's death; (3) by BOARD ordering its several Departments to perform all necessary personnel and accounting transactions consistent with applicable law to effectuate said reinstatement.

4. The Parties agree and PETITIONER expressly acknowledges that said reinstatement will be to the status of leave of absence without pay for medical reasons (heart disease) pursuant to Yolo County Code Section 2-6.37(a)(1); that during the entirety of the period between January 4, 1971, and the date of this agreement,

neither Gino Delaini nor PETITIONER shall be entitled to salary nor the accumulation of sick leave, vacation time, or any other employee benefits which require payment by COUNTY of any sum on behalf of the employment of Gino Delaini.

5. PETITIONER agrees to and hereby expressly waives any and all right to receive any benefits pursuant to California Labor Code Section 4850 in the event that benefits under Section 4850 are ordered to be paid by COUNTY to or on behalf of Gino Delaini by a Court or any agency with jurisdiction, PETITIONER will, upon receipt, repay said benefits to COUNTY'S General Fund. Said promise to repay is intended by the Parties and hereby expressly is acknowledged and agreed by PETITIONER to be a material consideration of and for this agreement.

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6. Upon the execution of this agreement and entry of the aforesaid stipulated judgment, PETITIONER shall apply to the California Public Employees' Retirement System for industrial disability retirement benefits. COUNTY parties jointly and severally agree that they will not oppose said application for retirement benefits or workers' compensation benefits except as limited in Paragraph 5 directly hereinabove, and shall cooperate in providing all information necessary for the processing of said application.

7. In and for the consideration as set out hereinabove, PETITIONER hereby covenants, agrees, and irrevocably binds herself at no time or place to commence or prosecute any action or suit on account of any claim, whether present, past, or future, for damages or back pay against RESPONDENTS jointly and/or severally, on account of the termination of the employment relation of Gino Delaini with the Yolo County Sheriff's Department, enforcement of this agreement only excepted.

8. It is further expressly agreed and covenanted between PETITIONER and RESPONDENTS that this agreement may be pleaded as a defense and as an absolute bar to any action or proceeding that

may be brought, instituted, or taken by PETITIONER or by any other person on her behalf, pleading the fact of or the facts surrounding the termination of the employment relationship of Gino Delaini with the Yolo County Sheriff's Department as a Cause of Action for damages or back pay.

9. This agreement is binding on and is expressly for the benefit of the Parties hereto and their respective heirs, executors, administrators, and successors.

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10. But for the rights and obligations created hereby, it is expressly agreed and covenanted that all contracts, claims, demands, rights, duties, obligations, and liabilities existing at any time up to time of execution hereof between the Parties are hereby mutually satisfied, discharged, and released.

Dated this 15 day of March, 1977.

Jeanette C. Delaini
JEANETTE DELAINI, PETITIONER

TURNER AND SULLIVAN
BY: ROBERT J. SULLIVAN
ATTORNEYS FOR PETITIONER

James W. Cameron
JAMES W. CAMERON, SHERIFF OF YOLO COUNTY

Lewis F. Shearer
LEWIS F. SHEARER
ATTORNEY FOR JAMES W. CAMERON

Twyla J. Thompson
BOARD OF SUPERVISORS, COUNTY OF YOLO
BY: TWYLA J. THOMPSON, CHAIRMAN

PERSONNEL BOARD OF COUNTY OF YOLO
BY: ~~FLOYD E. McCAIN~~, CHAIRMAN
FRANK R. LINDSLAD, JR

C. LEE HUMES, DEPUTY COUNTY COUNSEL
ATTORNEY FOR BOARD OF SUPERVISORS AND PERSONNEL BOARD

ATTEST: (AS TO SUPERVISOR THOMPSON'S SIGNATURE)

LAURENCE P. HENIGAN, CLERK

Peter E. Lucas
Deputy

(SEAL)

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FILED
JUN 17 1977
Barbara A. Rodgers

AGREEMENT NO. 77-123

A G R E E M E N T

(Subgrant Agreement between Eligible Applicant and Program Agent under Title VI of CETA)

THIS AGREEMENT dated this 1st day of April, 197_7, by and between the SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a joint powers agency, hereinafter called SYETA, and the COUNTY OF YOLO, a political subdivision, hereinafter called PA,

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W I T N E S S E T H:

RECITALS:

1. SYETA is an eligible applicant within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA, and as such by 29 CFR § 99.31(a) is charged with the basic responsibilities of an eligible applicant by the provisions of 29 CFR § 96.21 and the sections of CETA referred to therein which provide as follows:

   a) Requesting, receiving and administering funds within its jurisdiction (§§ 203(a) and 205(c)(1));

   b) Allocating funds and jobs equitably among public agencies within its jurisdiction (§ 205 (c)(23));

   c) Developing a plan to effectively implement a program of transitional public employment and related training and manpower services (§ 203(a));

   d) Developing, to the greatest extent possible, new careers and opportunities for career advancement for participants (§ 205(c)(4));

   e) Performing reviews at 6-month intervals on the status of each participant to assure that the participant's job has potential for advancement or suitable continued employment (§ 207(a));

f) Administering or supervising all activities under its approved plan including the establishment of hearing procedures, as set out in Part 93 of this title, (§ 205(c)(1));

g) Assuring that the program will, to the extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement within its jurisdiction (§ 205(c)(18)); and

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h) Assuring that employing agencies provide information regarding their employment opportunities funded under the Act to the local State employment service and that such vacancies are filled, as specified in § 96.30(a).

2. In addition SYETA by 29 CFR § 99.31(b) is charged with the responsibility to allocate job opportunities among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each agency.

3. In addition SYETA by 29 CFR § 99.32(a) is charged with the responsibility for utilizing funds allocated under Title VI of CETA in accordance with the expenditure levels and enrollment levels described in the approved employment plan and within the monthly goals of the grant period.

4. PA is by virtue of this agreement a subgrantee of SYETA under Title VI of CETA, is within the jurisdiction of SYETA and is a unit of general local government having a population of 50,000 or more which contains an area of substantial unemployment.

5. SYETA desires to delegate and PA desires to accept delegation of the administering responsibility for developing, funding, overseeing, and monitoring programs with respect to funds made available to it under Title VI of CETA.

AGREEMENTS:

1. Subgrant. This Agreement sets forth the terms and conditions

of a subgrant by SYETA to PA as a program agent under Title VI of CETA. This Agreement consists of the following:

A. This Agreement

B. Assurances and Certifications

C. Narrative Description of the Title VI Program

D. Program Planning Summary

E. Budget Information Summary

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F. Monthly Schedule

G. Public Service Employment Occupational Summary

H. Program Summary

I. Line Item Budget for administration.

2. PA Responsibilities. SYETA hereby delegates and PA hereby accepts the delegation of and warrants that it has performed promises to perform the following responsibilities of a program agent under Title VI of CETA in connection with this Agreement and subgrant or any modification thereof in accordance with the provisions of that statute and rules and regulations now or hereafter promulgated thereunder and guidelines of the U. S. Department of Labor now or hereafter issued in connection therewith.

A. To assess and prioritize the availability of public service employment positions acceptable in accordance with the terms of CETA and regulations promulgated thereunder in PA, special districts and non-profit agencies based on the positions' contribution to the participants occupational development or upward mobility.

B. After receiving notice from SYETA of funds allocated to PA by the U. S. Department of Labor through SYETA, to make an allocation of positions to PA, special districts and non-profit agencies based on the prior assessment in coordination with the other Program Agents of SYETA.

C. To develop and submit to SYETA for use in preparation of

Department of Labor.

J. To evaluate the program performance of the program, to supervise compliance with the requirements of law including CETA and the rules and regulations promulgated thereunder and guidelines issued by the U. S. Department of Labor in connection therewith, to supervise compliance with the terms and conditions of the grant by U. S. Department of Labor to SYETA, this Agreement and subgrants of PA, all as to PA's own departments and its subgrantee special districts and non-profit corporations (including accompanying SYETA staff on on-site visits and cooperation with SYETA staff in direct communication), and upon a determination that such performance is inadequate or has failed to comply with said law or terms and conditions and that reallocation based thereon is desirable, to revoke the program in question in whole or in part and to reallocate funds or jobs to other subgrantees or public service employment positions.

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K. To employ, train, supervise and provide for administration of a staff adequate to carry out all the responsibilities imposed on PA by this Agreement and laws relating thereto.

3. SYETA Responsibilities. Syeta warrants that it has performed or promises to perform the following responsibilities of an eligible applicant under Title VI of CETA in connection with this Agreement and subgrant or any modification thereof in accordance with that statute and rules and regulations now or hereafter issued in connection therewith:

A. To inform PA of funds allocated by the U.S. Department of Labor to SYETA available for programs of PA or its subgrantees under Title VI of CETA.

B. To assist in coordination of PA's prioritized assessment

a grant application Comprehensive Title VI Plan consisting of the following prepared in accordance with U. S. Department of Labor Guidelines:

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1. Narrative Description
2. Program Planning Summary
3. Budget Information Summary
4. Monthly Schedule
5. Public Service Employment Occupational Summary
6. Program Summary

D. To Obtain from subgrantees of PA and prepare and submit to SYETA such monthly reports, quarterly reports and such other reports as may be required by law or U. S. Department of Labor Guidelines or reasonably required by SYETA in accordance with law and guidelines established therefor.

E. To receive from SYETA CETA bulletins and other communications from the U. S. Department of Labor and to take appropriate action thereon.

F. To develop and enter into the name of PA subgrant contracts with subgrantees of PA in accordance with this agreement or modifications thereof and to provide technical assistance to subgrantees of PA in carrying our subgrant contracts and required reports.

G. To answer inquiries concerning Title VI of CETA from within the jurisdiction PA from CETA participants and other interested persons.

H. To assist in resolution of grievances of CETA employees participation in this subgrant, whether employees of PA, a special district or private non-profit corporation, and to transmit all complaints and dispositions to SYETA.

I. To maintain a prioritized assessment of available public service employment positions so as to enable SYETA to seek and implement further allocations of funds from the U. S.

of public service employment positions with the other program agents of SYETA.

C. To develop Comprehensive Title VI Plans for SYETA based on PA's Comprehensive Title VI Comprehensive Plans, to submit such Plans to the Manpower Advisory Planning Council of SYETA for recommendation, to adopt Plans only after considering said MAPC recommendation, and to prepare and submit to the U. S. Department of Labor applications for grants pursuant to the adopted SYETA Plans, all in accordance with law and U. S. Department of Labor Guidelines and deadlines therefor.

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D. Upon request of PA to take similar steps as outlined in the preceding subparagraph as to modifications of the Plans so as to take advantage of additional funds allocated to be available for PA or so to implement a reallocation of funds or jobs pursuant to Paragraph 2.J. above.

E. To receive from PA and to review for accuracy and accuracy monthly, quarterly or other required reports, and to prepare based thereon and to submit to the U. S. Department of Labor such monthly, quarterly or other reports as may be required of SYETA by law or U. S. Department of Labor Guidelines in accordance with law and guidelines established therefor.

F. To receive and forward to PA CETA bulletins and other communications from the U. S. Department of Labor and to give such advance thereon as SYETA deems appropriate.

G. To receive and file copies of all subgrants made by PA pursuant to this Agreement.

H. To provide technical assistance at the request of PA.

I. To refer to PA all inquiries concerning Title VI of CETA from within the jurisdiction of PA from CETA participants and other interested persons.

J. To notify PA of all complaints or grievances concerning implementation of this Agreement and to receive from PA and file all notices of complaints and dispositions thereof.

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K. To monitor subagents of PA by reviewing reports on site visits accompanied by PA staff and direct communication in cooperation with PA, as to the requirements of law including CETA and the rules and regulations promulgated thereunder and guidelines issued by the U. S. Department of Labor in connection therewith, and as to the terms and conditions of this Agreement and the grant by U. S. Department of Labor to SYETA, specifically including but not limited to affirmative action programs and their implementation, the transition of public service employees to permanent employment, the proper utilization of public service employment positions, and use of funds and reporting and fiscal procedures.

L. To evaluate the performance of PA and its subgrantees and to transmit the evaluation in writing to PA for appropriate action.

M. To provide liaison between PA and the U. S. Department of Labor.

N. To employ, train, supervise and provide for administration of staff adequate to carry out all the responsibilities imposed on SYETA by this Agreement and laws relating thereto.

4. TERM. The term of this Agreement shall commence on April 1, 1977 and shall terminate on September 30, 1977 .

5. PRIOR AGREEMENTS. This agreement supersedes all prior agreements between the parties for the administration of Title VI of CETA and in particular supersedes that Agreement for Staff Services for CETA, Title II program, dated the first day of

July 1974 between SYETA and the County of Yolo. The parties acknowledge that SYETA has undertaken the administration of an approved Comprehensive Title II Plan for a term commencing February 9, 1975 and that PA as of the commencement of the term of this Agreement agrees to perform each of the remaining functions under said approved Plan that are also designated herein as responsibilities of PA. SYETA has entered into the subgrants set forth in Exhibit "A" attached hereto pursuant to said Plan and hereby assigns each of said subgrants to PA and PA hereby assumes all the duties and responsibilities of eligible applicant set forth therein as of the commencement of the term of this Agreement.

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6. PAYMENT. SYETA shall reimburse PA for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

A. Total reimbursement shall not exceed the amount set forth on the Signature Sheet.

B. Payment of costs incurred in the performance of this contract will be governed by the procedures of SYETA.

C. Reasonable and necessary costs shall be determined by SYETA, in accordance with approved Subgrant Program Budget (SY-50), with requirements of Part 1-15 of Title 41 of the Code of Federal Regulations and Federal Management Circular No. 74-7. Travel expenses shall not exceed those customary for PA, if a governmental agency.

D. It is expressly understood by SYETA and PA that SYETA has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that SYETA is not obligated to provide funds to PA and PA is not obligated to provide services under the contract until such

funds are made available to SYETA by the Department of Labor.

E. Approved claims shall be paid only from funds granted to SYETA by the U. S. Department of Labor.

7. RECORDS, AUDIT, INSPECTION

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A. Establishment and Maintenance of Records

The PA shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this Agreement such as records shall be maintained in accordance with requirements now or hereafter prescribed by SYETA. SYETA agrees to provide notice and instruction in writing for all required reports.

B. Preservation of Records. PA shall preserve and make available its records related to this Agreement (a) until the expiration of three (3) years from the date of final payment to PA under this Agreement (b) for such longer period, if any, as required by applicable law.

1) If this Agreement is terminated, the records relating to this Agreement shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

C. Accounting by PA. PA shall establish and maintain at all times, on a current basis in connection with the program, an adequate accrued accounting system covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting

principles and standards, and in accordance with SYETA requirements.

D. Examination of Records and Facilities. At any time during normal business hours, SYETA or duly authorized representatives thereof, shall until expiration of (a) three (3) years after final payment under this Agreement have access to and the right to examine its offices, and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records of personnel conditions of employment, material and all other data relating to matters covered by Subgrant.

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E. Documentation of Cost. All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

F. Budget Revision. Monthly cost category overruns and underruns must be explained in a memorandum attached to the monthly financial statement. In no event will PA overrun the total budget for a quarter without securing prior written approval from SYETA.

8. SUSPENSION OR DISALLOWANCE OF PAYMENTS. SYETA may at any time elect to suspend or disallow payment to PA in whole or part under this Agreement in the event of any of the following occurrences, to wit:

A. If PA (with knowledge) shall have made any misrepresenta-

tion of any nature with respect to any information or data furnished to SYETA in connection with Program.

B. If PA is in default under any provisions of this Agreement.

C. If PA makes improper use of grant funds.

D. If PA maintains a pattern of discrimination.

E. If PA incurs unreasonable administrative costs in the conduct of activities and program.

F. If the PA fails to comply with any other terms and conditions of this Agreement.

G. If PA submits to SYETA any reports which are incorrect or incomplete in any material respect.

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9. TERMINATION OF AGREEMENT. SYETA may terminate the Agreement in the following instances by giving written notice to the PA at least five (5) days prior to the effective termination date stated in the notice.

A. If PA abandons its work under this Agreement or for any reason, the time completion of such work is rendered improbable, unfeasible, impossible, or illegal.

B. If the Department of Labor suspends or terminates its obligation under the Grant Contract between the United States Department of Labor on one part, and SYETA, acting as a consortium in the other part.

10. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement at any time by giving thirty (30) days' notice of PA.

11. SEVERABILITY OF PROVISIONS. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

12. HOLD HARMLESS. In contemplation of the provisions of § 895.4, California Government Code, either party hereto agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising

out of or resulting from the acts or omissions of the indemnifying party.

13. INDEPENDENT STATUS. This Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

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14. PROCEDURES FOR CORRECTIVE ACTION

A. Whenever the Executive Officer of SYETA determines in the manner set forth herein that PA has failed to comply with any provision of this Agreement, the Executive Officer may order corrective action.

B. Before making such an order the Executive Officer or his designee shall give PA thirty (30) days' written notice setting forth the nature of PA's compliance and a procedure whereby PA and its officers or responsible employees may have an opportunity to meet with the Executive Officer of SYETA or his designee for the purpose of considering the need for and nature of corrective action.

C. An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions, and specific directions for reporting to SYETA as to implementation. The order shall be served on PA.

D. If PA shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, or if it shall fail to comply with reporting directions, the Executive Officer of the SYETA may recommend that the Governing Body suspend payments hereunder or terminate this Agreement.

15. PROPERTY. Any property acquired by PA pursuant to this Agreement shall be governed by the provisions of Attachment N of Federal Management Circular No. 74-7, and PA shall be subject

to the obligations set forth therein, and SYETA shall have all the rights of grantor agency set forth therein. SYETA retains title to all such property acquired under this Subgrant.

16. NON-EXPENDABLE PERSONAL PROPERTY. The "PA's property standards of non-expendable personal property" shall include the following procedural requirements:

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1. Property records shall be maintained accurately and provide for: a description of the property, manufacturer's serial number or other identification number, acquisition data and cost, source of the property, use and condition of property.
2. Physical inventory of property shall be taken and the result reconciled with the property records at least once every two (2) years to verify the existence, current utilization, and continued need for property.
3. Adequate maintenance procedure shall be implemented to keep property in good condition.
4. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

17. CONTINGENT FEE. PA warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PA shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

18. LAWS. PA shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

19. RIGHTS. PA agrees to and does hereby grant to the Federal Government a royalty fee, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. PA will not include copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

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20. CONFLICT OF INTEREST OF PA. PA agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. PA further agrees that in the performance of this Agreement no person having interest that would conflict with the performance of this Agreement shall be employed.

21. RIGHT TO REUSE. If, under the provisions of this Agreement, PA develops any systems analysis products, models, electronic data processing systems, software and related services, PA agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of SYETA, and be used as SYETA sees fit, including the right to reuse and publish the same without limitation.

22. PERSONNEL.

A. PA represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with SYETA.

B. All of the services hereunder will be performed by PA or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under

State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of SYETA.

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23. ASSIGNMENTS. Without the written consent of SYETA, this Agreement is not assignable by PA either in whole or in part.

24. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. WAIVER. The waiver by SYETA of any default, breach or condition precedent shall not be construed as a waiver on the part of SYETA of any other default, breach or condition precedent, or any other right hereunder.

26. SUCCESSORS. This Agreement shall bind and insure to the successors in interest of SYETA and PA in the same manner as if such party had been expressly named herein.

27. COST OF LIVING COUNSEL. PA agrees to comply with applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

28. CLEAN AIR ACT OF 1970. If the amount of this Agreement exceeds $100,000, PA agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

29. NEPOTISM. Neither PA nor any of PA's contractors shall hire, or cause to allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for SYETA, PA or any employing contractor. However, where a State or local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, neice, nephew, step-parent, and step-child.

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B. The term "administrative capacity" includes those who have overall administrative responsibility for the hiring or supervisory program as set forth in 29 CFR § 98.22(b)(3).

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counsellors and other staff involved in administrative, training or service activities.

30. NOTICES. All notices to be given PA may be given by deposit in the United States mail, postage prepaid, addressed to PA at the address set forth on the Signature Sheet.

31. TRANSITION. The provisions of 29 CFR §§ 99.31 and 99.40 impose an obligation to meet placement goals for transition to non-subsidized employment as set forth in 29 CFR § 96.33 in the absence of a waiver granted to SYETA by the U. S. Department of Labor. In the absence of such a waiver, PA acknowledges that it is bound by the obligation for transition as set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

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SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a joint powers agency

BY Betsy A. Marchand

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COUNTY OF YOLO, a political subdivision

BY Tenpla J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, Clerk

Clerk of the Board of Supervisors

Patti E. Lucas
DEPUTY

Exhibit A

OMB Approval No. 44-R1575
Expiration Date: 6/30/77

U.S. DEPARTMENT OF LABOR • Employment and Training Administration

CETA MONTHLY SCHEDULE

TYPE OF PROGRAM: X One
☐ TITLE II ☐ OTHER

GRANTEE'S NAME AND ADDRESS

Mr. Ralph B. Harris, Manpower Coordinator
County of Yolo
Room 102, Court House
Woodland, Ca. 95695 (916) 666-8374

GRANT NUMBER

INSTRUCTIONS

I. Enter the total number of participants who are planned to be in the program covered by this schedule on the last day of each month. The entries in March, June, September, and December should agree with the entries in Part IC of the Program Planning Summary.

II. Enter the number of participants planned to be enrolled into a CETA Title II funded public service job who are either: A) a person in any individual who has been laid-off from regular, unsubsidized employment by the prime sponsor or agent and who is subsequently recalled by the former employer into a CETA funded position as a participant.

III. Enter the planned accrued expenditures of Title II funds cumulative by month. The totals in December, March, June, and September should agree with the entries in Part II2 of the Budget Information Summary.

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I. NUMBER OF INDIVIDUALS PLANNED TO BE ENROLLED AT END OF EACH MONTH			III. CUMULATIVE PROJECTED EXPENDITURES BY MONTH		
TRANS. CODE	OVER 22	MONTH M M Y Y	TRANS. CODE	OVER 22	MONTH M M Y Y
0	1	0 1 7 7 150	0	1	0 1 7 7 138,686
0	1	0 1 7 7 150	0	1	0 1 7 7 277,372
0	1	0 1 7 7 150	0	1	0 1 7 7 416,058
0	1	0 1 7 7 150	0	1	0 1 7 7 554,743
0	1	0 1 7 7 -0-	0	1	0 1 7 7 662,224
0	1	0 1 7 7 -0-	0	1	0 1 7 7 662,224
0	1	0 1 7 7 -0-	0	1	0 1 7 7 662,224
0	1	0 1 7 7 -0-	0	1	0 1 7 7 662,224

II. PREVIOUSLY EMPLOYED BY SPONSOR OR AGENT > > >

FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY

Prog. Code	Prg.	St.	F.Y.	Project Number	Sub-Proj. No.	Comp. Code	Mod. No.
1 2	3 4	5 6	7 8	9 10 11 12 13	14 15	16 17 18	19 20 21

ETA 2-2028 (Sep. 1976)

Exhibit B

PROGRAM AGENT'S NAME AND ADDRESS	SACRAMENTO-YOLO EMPLOYMENT & TRAINING AGENCY 1225 8TH STREET SUITE 220 SACRAMENTO, CALIFORNIA (916) 441-4380 BUDGET INFORMATION SUMMARY	B. MODIFICATION NUMBER C. TYPE OF PROGRAM 1. [ ] TITLE II 2. [X] TITLE VI

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Ralph B. Harris
Manpower Coordinator
County of Yolo
Room 102, Court House
Woodland, CA 95695
(916) 666-8374

FOR STATE OFFICE USE ONLY

5. BUDGET SUMMARY COST CATEGORIES

FUNCTION	ESTIMATED CARRY IN FUNDS		NEW OR REVISED BUDGET		TOTAL
	b. Federal	c. Non-Federal	d. Federal	e. Non-Federal	
Administration			38,109		38,109
[illegible]			510,050		510,050
[illegible]			114,065		114,065
[illegible]			-		-
			662,224		662,224

6. CUMULATIVE QUARTERLY PROJECTIONS OF OBLIGATIONS AND EXPENDITURES

	a. 12/30	b. 3/31	c. 9/30	d. 9/30
Public Service Employees Wages	-	213,633	296,417	510,050
Public Service Employees Fringe Benefit	-	47,776	66,289	114,065
Program Administration Cost	-	13,982	19,400	33,382
Orientation Cost	-	1,980	2,747	4,727
Other Activities	-	-	-	-
TOTAL PROJECTED EXPENDITURES	-	277,371	384,853	662,224

Exhibit C

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

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d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

   On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO
(Legal Name of Applicant)

P. O. BOX 1098
WOODLAND, CA 95695
(Address)

(Signature of Authorized Officer)

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CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Typed Name & Title of Authorized Officer)

APRIL 1, 1977
(Date of Application)

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

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12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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AGREEMENT NO.77-124

A G R E E M E N T

(Subgrant Agreement between Eligible Applicant and Program Agent under Title II of CETA)

THIS AGREEMENT dated this 1st day of April, 1977, by and between the SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a joint powers agency, hereinafter called SYETA, and the COUNTY OF YOLO, a political subdivision, hereinafter called PA,

W I T N E S S E T H:

RECITALS:

1. SYETA is an eligible applicant within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA, and as such is charged with the basic responsibilities of an eligible applicant by the provisions of 29 CFR § 96.21 and the sections of CETA referred to therein, which provide as follows:

   a) Requesting, receiving and administering funds within its jurisdiction (§§ 203(a) and 205(c)(1));

   b) Allocating funds and jobs equitably among public agencies within its jurisdiction (§ 205(c)(23);

   c) Developing a plan to effectively implement a program of transitional public employment and related training and manpower services (§ 203(a));

   d) Developing, to the greatest extent possible, new careers and opportunities for career advancement for participants (§ 205(c)(4));

   e) Performing reviews at 6-month intervals on the status of each participant to assure that the participant's job has potential for advancement or suitable continued employment (§ 207(a));

   f) Administering or supervising all activities under its

approved plan including the establishment of hearing procedures, as set out in Part 93 of this Title, (§ 205(c)(1));

g) Assuring that the program will, to the extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement within its jurisdiction (§ 205 (c)(18)); and

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h) Assuring that employing agencies provide information regarding their employment opportunities funded under the Act to the local State employment service and that such vacancies are filled, as specified in § 96.30(a).

2. PA is by virtue of this agreement a subgrantee of SYETA under Title II of CETA, is within the jurisdiction of SYETA and is a unit of general local government having a population of 50,000 or more which contains an area of substantial unemployment.

3. SYETA desires to delegate and PA desires to accept delegation of the administering responsibility for developing, funding, overseeing, and monitoring programs with respect to funds made available to it under Title II of CETA.

AGREEMENTS:

1. Subgrant. This Agreement sets forth the terms and conditions of a subgrant by SYETA to PA as a program agent under Title II of CETA. This Agreement consists of the following:

A. This Agreement

B. Assurances and Certifications

C. Narrative Description of the Title II Program

D. Program Planning Summary

E. Budget Information Summary

F. Monthly Schedule

G. Public Service Employment Occupational Summary

H. Program Summary

Micro Fiched

I. Line Item Budget for Administration

2. PA Responsibilities. SYETA hereby delegates and PA hereby accepts the delegation of and warrants that it has performed promises to perform the following responsibilities of a program agent under Title II of CETA in connection with this agreement and subgrant or any modification thereof in accordance with the provisions of that statute and rules and regulations now or hereafter promulgated thereunder and guidelines of the U.S. Department of Labor now or hereafter issued in connection therewith.

A. To assess and prioritize the availability of public service employment positions acceptable in accordance with the terms of CETA and regulations promulgated thereunder in PA, special districts and non-profit agencies based on the position's contribution to the participant's occupational development or upward mobility.

B. After receiving notice from SYETA of funds allocated to PA by the U.S. Department of Labor through SYETA, to make an allocation of positions to PA, special districts and non-profit agencies based on the prior assessment in coordination with the other Program Agents of SYETA.

C. To develop and submit to SYETA for use in preparation of a grant application Comprehensive Title II Plans consisting of the following prepared in accordance with U.S. Department of Labor Guidelines:

1. Narrative Description Pertaining to PA Area
2. Program Planning Summary
3. Budget Information Summary

4. Monthly Schedule

5. Public Service Employment Occupational Summary

6. Program Summary

D. To obtain from subgrantees of PA and prepare and submit to SYETA such monthly reports, quarterly reports and such other reports as may be required by law or U.S. Department of Labor Guidelines or reasonably and practicably required by SYETA in accordance with law and guidelines established therefor.

E. To receive from SYETA CETA bulletins and other communications from the U.S. Department of Labor and to take appropriate action thereon.

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F. To develop and enter into the name of PA subgrant contracts with subgrantees of PA in accordance with this agreement or modifications thereof and to provide technical assistance to subgrantees of PA in carrying out subgrant contracts and required reports.

G. To answer inquiries concerning Title II of CETA from within the jurisdiction PA from CETA participants and other interested persons.

H. To assist in resolution of grievances of CETA employees participation in this subgrant, whether employees of PA, a special district or private non-profit corporation, and to transmit all complaints and dispositions to SYETA.

I. To maintain a prioritized assessment of available public service employment positions so as to enable SYETA to seek and implement further allocations of funds from the U.S. Department of Labor.

J. To evaluate the program performance of the program, to supervise compliance with the requirements of law including CETA and the rules and regulations promulgated

thereunder and guidelines issued by the U.S. Department of Labor in connection therewith, to supervise compliance with the terms and conditions of the grant to SYETA by U.S. Department of Labor, this agreement and subgrants of PA, all as to PA's own departments and its subgrantee special districts and non-profit corporations (including accompanying SYETA staff on on-site visits and cooperation with SYETA staff in direct communication), and upon a determination that such performance is inadequate or has failed to comply with said law or terms and conditions and that reallocation based thereon is desirable, to revoke the program in question in whole or in part and to reallocate funds or jobs to other subgranteees or public service employment positions.

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K. To employ, train, supervise and provide for administration of a staff adequate to carry out all the responsibilities imposed on PA by this agreement and laws relating thereto.

3. SYETA Responsibilities. SYETA warrants that it has performed or promises to perform the following responsibilities of an eligible applicant under Title II of CETA in connection with this agreement and subgrant or any modification thereof in accordance with that statute and rules and regulations now or hereafter promulgated thereunder and guidelines of the U.S. Department of Labor now or hereafter issued in connection therewith:

A. To inform PA of funds allocated by the U.S. Department of Labor to SYETA available for programs of PA or its subgrantees under Title II of CETA.

B. To assist in coordination of PA's prioritized assessment of public service employment positions with the

other program agents of SYETA.

C. To develop Comprehensive Title II Plans for SYETA based on PA's Comprehensive Title II Comprehensive Plans, to submit such Plans to the Manpower Advisory Planning Council of SYETA for recommendation, to adopt Plans only after considering said MAPC recommendation, and to prepare and submit to the U.S. Department of Labor applications for grants pursuant to the adopted SYETA Plans, all in accordance with law and U.S. Department Guidelines and deadlines therefor.

D. Upon request of PA to take similar steps as outlined in the preceding subparagraph as to modifications of the Plans so as to take advantage of additional funds allocated to be available for PA or so as to implement a reallocation of funds or jobs pursuant to Paragraph 2.J. above.

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E. To receive from PA and to review for accuracy and accuracy monthly, quarterly or other required reports, and to prepare based thereon and to submit to the U.S. Department of Labor such monthly, quarterly or other reports as may be required of SYETA by law or U.S. Department of Labor Guidelines in accordance with law and guidelines established therefor.

F. To receive and forward to PA CETA bulletins and other communications from the U.S. Department of Labor and to give such advice thereon as SYETA deems appropriate.

G. To receive and file copies of all subgrants made by PA pursuant to this agreement.

H. To provide technical assistance at the request of PA.

I. To refer to PA all inquiries concerning Title II of CETA from within the jurisdiction of PA from CETA participants and other interested persons.

J. To notify PA of all complaints or grievances concerning implementation of this agreement and to receive from PA and file all notices of complaints and dispositions thereof.

K. To monitor subagents of PA by reviewing reports on on-site visits accompanied by PA staff and direct communication in cooperation with PA, as to the requirements of law including CETA and the rules and regulations promulgated thereunder and guidelines issued by the U.S. Department of Labor in connection therewith, and as to the terms and conditions of this agreement and the grant by U.S. Department of Labor to SYETA, Micro Fiched specifically including but not limited to affirmative action programs and their implementation, the transition of public service employees to permanent employment, the proper utilization of public service employment positions, and use of funds and reporting and fiscal procedures.

L. To evaluate the performance of PA and its subgrantees and to transmit the evaluation in writing to PA for appropriate action.

M. To provide liaison between PA and the U.S. Department of Labor.

N. To employ, train, supervise and provide for administration of staff adequate to carry out all the responsibilities imposed on SYETA by this agreement and laws relating thereto.

4. TERM. The term of this agreement shall commence on April 1, 1977 and shall terminate on September 30, 1977.

5. PRIOR AGREEMENTS. This agreement supersedes the previous arrangement for the administration of Title II of CETA

whereby the County of Sacramento had entered into an agreement for staff services for CETA Title II program dated the first day of July, 1974, and the parties acknowledge that the County of Yolo is discharged from all obligation under that agreement for the administration of Title II within the jursidiction of the City of Sacramento upon the commencement of the term of this agreement.

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6. PAYMENT. SYETA shall reimburse PA for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

A. Total reimbursment shall not exceed the amount set forth on the Signature Sheet.

B. Payment of costs incurred in the performance of this contract will be governed by the procedures of SYETA.

C. Reasonable and necessary costs shall be determined by SYETA, in accordance with approved Subgrant Program Budget (SY-50), with requirements of Part 1-15 of Title 41 of the Code of Federal Regulations and Federal Management Circular No. 74-7. Travel expenses shall not exceed those customary for PA, if a governmental agency.

D. It is expressly understood by SYETA and PA that SYETA has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that SYETA is not obligated to provide funds to PA and PA is not obligated to provide services under the contract until such funds are made available to SYETA by the

Department of Labor.

E. Approved claims shall be paid only from funds granted to SYETA by the U.S. Department of Labor.

7. RECORDS, AUDIT, INSPECTION

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A. Establishment and Maintenance of Records

The PA shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this Agreement such as records shall be maintained in accordance with requirements now or hereafter prescribed by SYETA. SYETA agrees to provide notice and instruction in writing for all required reports.

B. Preservation of Records. PA shall preserve and make available its records related to this Agreement (a) until the expiration of three (3) years from the date of final payment to PA under this Agreement (b) for such longer period, if any, as required by applicable law.

1) If this Agreement is terminated, the records relating to this Agreement shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

C. Accounting by SUBGRANTEE. PA shall establish and maintain at all times, on a current basis in connection with the Program, an adequate accrued accounting system covering all costs, items and expenditures with

respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with SYETA requirements.

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D. Examination of Records and Facilities. At any time during normal business hours, SYETA or duly authorized representatives thereof, shall until expiration of (a) three (3) years after final payment under this Agreement have access to and the right to examine its offices, and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records of personnel conditions of employment, material and all other data relating to matters covered by the Subgrant.

E. Documentation of Cost. All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

F. Budget Revision. Monthly cost category overruns and underruns must be explained in a memorandum attached to the monthly financial statement. In no event will PA overrun the total budget for a quarter without securing prior written approval from SYETA.

8. SUSPENSION OR DISALLOWANCE OF PAYMENTS. SYETA may at any time elect to suspend or disallow payment to PA in whole

or part under this agreement in the event of any of the following occurrences, to wit:

A. If PA (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to SYETA in connection with Program.

B. If PA is in default under any provisions of this Agreement.

C. If PA makes improper use of grant funds.

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D. If PA maintains a pattern of discrimination.

E. If PA incurs unreasonable administrative costs in the conduct of activities and program.

F. If the PA fails to comply with any other terms and conditions of this Agreement.

G. If PA submits to SYETA any reports which are incorrect or incomplete in any material respect.

9. TERMINATION OF AGREEMENT. SYETA may terminate the Agreement in the following instances by giving written notice to the PA at least five (5) days prior to the effective termination date stated in the notice.

A. If PA abandons its work under this Agreement or for any reason, the time completion of such work is rendered improbable, unfeasible, impossible, or illegal.

B. If the Department of Labor suspends or terminates its obligation under the Grant Contract between the United States Department of Labor on one part, and SYETA, acting as a consortium in the other part.

10. TERMINATION FOR CONVENIENCE. Either party may terminate this agreement at any time by giving thirty days' notice of PA.

11. SEVERABILITY OF PROVISIONS. If any provisions of this Agreement are held invalid, the remainder of this Agreement

shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

12. HOLD HARMLESS. In contemplation of the provisions of § 895.4, California Government Code, either party hereto agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

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13. INDEPENDENT STATUS. This Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

14. PROCEDURES FOR CORRECTIVE ACTION

A. Whenever the Executive Officer of SYETA determines in the manner set forth herein that PA has failed to comply with any provision of this Agreement, the Executive Officer may order corrective action.

B. Before making such an order the Executive Officer or his designee shall give PA thirty (30) days' written notice setting forth the nature of PA's compliance and a procedure whereby PA and its officers or responsible employees may have an opportunity to meet with the Executive Officer of SYETA or his designee for the purpose of considering the need for and nature of corrective action.

C. An order for corrective action shall be in writing and shall set forth specific directions for corrective action, a detailed timetable for implementing the specific directions, and specific directions for reporting to SYETA as to implementation. The order shall be served on PA.

D. If PA shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, or if it shall fail to comply with reporting directions, the Executive Officer of the SYETA may recommend that the Governing Body suspend payments hereunder or terminate this Agreement.

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15. PROPERTY. Any property acquired by PA pursuant to this Agreement shall be governed by the provisions of Attachment N of Federal Management Circular NO. 74-7, and PA shall be subject to the obligations set forth therein, and SYETA shall have all the rights of grantor agency set forth therein. SYETA retains title to all such property acquired under this Subgrant.

16. NON-EXPENDABLE PERSONAL PROPERTY. The "PA's property standards of non-expendable personal property" shall include the following procedural requirements:

1. Property records shall be maintained accurately and provide for: a description of the property, manufacturer's serial number of other identification number, acquisition data and cost, source of the property, use and condition of property.
2. Physical inventory of property shall be taken and the result reconciled with the property records at least once every two (2) years to verify the existence, current utilization, and continued need for property.
3. Adequate maintenance procedure shall be implemented to keep property in good condition.
4. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft to property. Any loss, damage or theft of non-expendable properties shall be investigated and fully documented.

17. CONTINGENT FEE. PA warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PA shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

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18. LAWS. PA shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

19. RIGHTS. PA agrees to and does hereby grant to the Federal Government a royalty fee, non-exclusive and irrevocable license throughout the world of government purposes to publish, translate, reproduce, and otherwise and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. PA will not include copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

19. CONFLICT OF INTEREST OF PA. PA agrees that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. PA further agrees that in the performance of this Agreement no person having interest that would conflict with the performance of this Agreement shall be employed.

20. RIGHT TO REUSE. If, under the provisions of this Agreement, PA develops any systems analysis products, models, electronic data processing systems, software and related services, PA agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of SYETA, and be used as SYETA sees fit, including the right to reuse and publish the same without limitation.

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21. PERSONNEL

A. PA represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with SYETA.

B. All of the services hereunder will be performed by PA or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of SYETA.

23. ASSIGNMENTS. Without the written consent of SYETA, this Agreement is not assignable by PA either in whole or in part.

24. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. WAIVER. The waiver by SYETA of any default, breach or condition precedent shall not be construed as a waiver on the part of SYETA of any other default, breach or condition precedent, or any other right hereunder.

26. SUCCESSORS. This Agreement shall bind and insure to the successors in interest of SYETA and PA in the same manner as if such party had been expressly named herein.

27. COST OF LIVING COUNCIL. PA agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

28. CLEAN AIR ACT OF 1970. If the amount of this Agreement exceeds $100,000, PA agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

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29. NEPOTISM. Neither PA nor any of PA's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for SYETA, PA or any employing contractor. However, where a State or local statute regarding nepotism exists which is more restrictive than the policy, the eligible applicant should follow the State or local statute in lieu of the policy.

A. The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

B. The term "administrative capacity" includes those who have overall administrative responsibility for a hiring or supervisory program as set forth in 29 CFR §98.22(b)(3).

C. The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative,

training or service activities.

30. NOTICES. All notices to be given PA may be given by deposit in the United States mail, postage prepaid, addressed to PA at the address set forth on the Signature Sheet.

IN WITNESSS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a joint powers agency

BY _____

COUNTY OF YOLO, a political subdivision

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

BY LAURENCE P. HENIGAN, Clerk
Clerk of the Board of Supervisors

By _____
DEPUTY

Exhibit A

OMB Approval No. 44-R1575
Expiration Date 9/30/77

U.S. DEPARTMENT OF LABOR - Employment and Training Administration

CETA MONTHLY SCHEDULE

TYPE OF PROGRAM X One
☐ TITLE II ☐ TITLE III

APPLICANT'S NAME AND ADDRESS

Mr. Ralph B. Harris, Manpower Coordinator
County of Yolo
Room 102, Court House
Woodland, CA 95695 (916) 666-8374

GRANT NUMBER

INSTRUCTIONS

I. Enter the total number of participants who are planned to be in the program covered by this schedule on the last day of each month. The entries in March, June, September, and December should agree with the entries in Part IC of the Program Planning Summary.

II. Enter the number of participants planned to be enrolled into a CETA Title II funded public service job who are rehires. A rehire is any individual who has been laid-off from regular, unsubsidized employment by the prime sponsor or agent and who is subsequently recalled by the former employer into a CETA-funded position as a participant.

III. Enter the planned accrued expenditures of Title II funds cumulative by month. The totals in December, March, June, and September should agree with the entries in Part F2 of the Budget Information Summary.

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NUMBER OF INDIVIDUALS PLANNED TO BE ENROLLED AT END OF EACH MONTH

OPER	SEQ.	MONTH (22 M, 23 M, Y, Y, 26)	
	1	10 76	124
		11 76	124
	2	12 76	123
		01 77	20
		02 77	23
		03 77	23
		04 77	23
		05 77	23
		06 77	23
		07 77	23
		08 77	23
		09 77	-0-

III. CUMULATIVE PROJECTED EXPENDITURES BY MONTH

TRANS.	OPER	SEQ.	MONTH (22 M, 23 M, Y, Y, 26)	
			10 76	87,959
			11 76	195,939
G		1		
1	2	3	12 76	298,874
			01 77	422,310
			02 77	442,926
			03 77	463,543
			04 77	484,159
			05 77	504,775
			06 77	525,392
			07 77	546,008
			08 77	566,624
			09 77	566,624

II. PREVIOUSLY EMPLOYED BY SPONSOR OR AGENT → → → 31

FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY

Prog. Code	Reg.	St.	F.Y.	Project Number	Sub. Proj. No.	Comp. Code	Mon. Ind.
							M
5 6	7	8	9 10	11 12 13 14 15	16 17	18 19 20	21

Exhibit B

A. PROGRAM AGENT'S NAME AND ADDRESS	SACRAMENTO-YOLO EMPLOYMENT & TRAINING AGENCY 1225 8TH STREET SUITE 220 SACRAMENTO, CALIFORNIA (916) 441-4380 BUDGET INFORMATION SUMMARY	B. MODIFICATION NUMBER C. TYPE OF PROGRAM 1. [X] TITLE II 2. [ ] TITLE VI

Mr. Ralph B. Harris
Manpower Coordinator
County of Yolo
Room 102, Court House
Woodland, CA 95695
(916) 666-8374

D. FOR STATE OFFICE USE ONLY

GRANT PROGRAM FUNCTION OR ACTIVITY	E. BUDGET SUMMARY COST CATEGORIES ESTIMATED CHART IN FUNDS		NEW OR REVISED BUDGET		TOTAL
	a. Federal	c. Non-Federal	a. Federal	c. Non-Federal	
1. Administration	20,939		11,945		32,884
2. Wages	311,432		123,216		434,648
3. Fringe Benefits	68,569		30,523		99,092
4. Services	-0-		-0-		-0-
5. Totals	400,940		165,684		566,624

F. CUMULATIVE QUARTERLY PROJECTIONS OF OBLIGATIONS AND EXPENDITURES

	a. 12/30	b. 3/31	c. 6/30	d. 9/30
1. Public Service Employee Wages	240,486	357,988	403,984	434,648
2. Public Service Employees Fringe Benefit	52,845	80,102	91,496	99,092
3. Program Agents Administration Cost	13,953	21,047	24,263	26,407
4. Other Administration Cost	-0-	4,406	5,648	6,477
5. Other Activities	-0-	-0-	-0-	-0-
6. TOTAL PROJECTED EXPENDITURES	307,284	463,543	525,391	566,624

7/74

12/75

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Exhibit C

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1843), hereinafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

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   b. It will comply with OMB Circular number A-95 and Federal Management Circular (FMC) 74-7 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may take appropriate action including termination, if necessary.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

b. It will comply with Title VI of the Civil Rights Acts of 1964, (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.

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c. It will comply with Title VI of the Civil Rights Act of 1964, (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (sections 703(1) and 712).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

g. It will comply with the requirements that no program under the Act shall involve political activities (section 710).

h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (section 702(a)).

i. It will give the Department of Labor and the Controller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training, services to clients, or other activities (section 703(6)).

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n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9), 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (sec. 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).

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v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15), and will assure that:

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (section 111(b)).

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (section 208(a)(2)).

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training will be designed for occupations in which skill shortages exist (section 105(a)(b)).

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3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. Special consideration will be given to the needs of eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who receive other than a dishonorable discharge within 4 years before the date of their application. Each prime sponsor in selecting participants for programs funded under Title I of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in formulating its program objectives.

   On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

COUNTY OF YOLO
(Legal Name of Applicant)

P. O. BOX 1098
WOODLAND, CA 95695
(Address)

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(Signature of Authorized Officer)

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
(Typed Name & Title of Authorized Officer)

APRIL 1, 1977
(Date of Application)

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in public or private sector of the economy (2) provide participants with skills for which there is an anticipated demand, or (3) provide participants with self-development skills; except where exempt under the provisions Section 604 of the Act, provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

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2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expend within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).

6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will

undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment those whom it is the purpose of the Act to assist (Section 205(c)(18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permenent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).

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9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205 (c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).

12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

D. Additional Assurance for Title II Programs

All assurances in C above apply to activities funded under Title II. In addition, the applicant will assure that:

(1) Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (Section 205 (c)(3)).

(2) All persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected among unemployed and underemployed persons (Section 205(c)(20)).

(3) Special consideration shall be given to eligible disabled veterans, special veterans, and individuals who served in the Armed Forces and who received other than a dishonorable discharge within four years before the date of their application. Each eligible applicant selecting participants for programs funded under Title II of the Act, shall take into consideration the extent that such veterans are available in the area. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. In order to insure special consideration for veterans, all public service employment vacancies under Title II, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours before such vacancies are filled. During this period, the employment service will refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48 hour period (Section 205(c)(5)).

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Each eligible applicant shall, on a continuing and timely basis provide information on job vacancies and training opportunities funded under Title II of the Act to State and local veterans employment representatives and to other veterans organizations for the purpose of disseminating information to eligible veterans (Section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of Section 106 and Section 107 of the Act.

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BK

FILED
MAY 26 1977
LAURENCE P. HERTZ, Clerk
By Peto E. Lucas
Deputy

Agreement No. 77-125

Woodland, California

May 24, 1977

ANDREW F. CAMPOS AND GLORIA N. CAMPOS, his wife.
GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 77-22 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the South 1/3 of the East 3/4 of the Southeast Quarter of Section 7, Township 9 North, Range 2 East, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

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COMMENCING at the Southeast corner of said Southeast Quarter of Section 7; thence West 25.00 feet along the South line of said Southeast Quarter of Section 7 to the Westerly right of way line of County Road Number 99, THE TRUE POINT OF BEGINNING; THENCE North 500.00 feet along said Westerly right of way line of County Road Number 99; thence South 02° 51' 45" West 500.62 feet to the South line of said Southeast Quarter of Section 7; thence East 25.00 feet along said South line to the true point of beginning.

Containing 0.144 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County Shall:

A. Pay the undersigned grantors the sum of $650.00 for the property as conveyed by Grant Deed No. 77-22 (herein described) within sixty (60) days after date title to said property

vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

This transaction will be handled through an escrow number 72239 with Western Title Guaranty Company, Yolo County Division, P. O. Box 372, Woodland, California 95695.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

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GRANTORS

Andrew F. Campos

ANDREW F. CAMPOS

Gloria N. Campos

GLORIA N. CAMPOS

Dated: May 24 1977

Recommended for Approval

By Lloyd H. Roberts

Arthur H. Bredehoft 5-31-77

VICE-CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Approved as to Form

Dated

County Counsel of Yolo County

Deputy

IBM

AGREEMENT NO. 77-126

Lease/Rental Agreement

Item No.	(A) Qty.	Type	DESCRIPTION Complete The Description In Machine Type And Device Code Sequence (Provide Serial Number And Meter Reading, If Installed).	Per Unit Lease or Rent (L/R)	Periods Base Term (Mos)	Periods Extension (Mos)	Charges (B) Monthly Lease/Rental Charge	Charges (C) Service Zone Charge (Initial)	Up-per Limit %
1	1	5W	4331 22005	L	24	24	245 00	E	

Combined Monthly Lease/Rental Charge (Excluding Applicable Taxes, Destination Charge, And Monthly Use Charge) Multiply (A) By The Sum Of (B) + (C) Then Add All Lines.

Item No. (Above)	Per Unit Monthly Use Charge Machines (D) Usage Volume Included in (B)	Monthly Use Charge Rate For Volume In Excess Of (D)	Maximum Monthly Charge	Purchase Option Purchase Price	Purchase Option %	Maximum Accrual Period (Mos)	Maximum Purchase Accrual %	Termination Charge %	Mos (Base/Ext)	Destination Charge Qty (A) X Destination Charge Per Machine (From IBM Location)
1	713	.019	85 00	12,860	10	36	30	3		E

FILED
MAY 31 1977
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

- Monthly Use Charge Based Upon Usage Volume Determined From Meter Reading
- Maximum Monthly Charge Based Upon Monthly Usage Volume At A Level Beyond Which There Will Be No Additional Monthly Use Charges (Excluding Service Zone Charges)

Trade-In Equipment

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Qty.	Description (Include any physical deductions due to machine condition). IBM may reduce the trade-in allowance if equipment is not in substantially the same condition as when inspected.	Serial Number	Trade-In Net Allowance
		Total Allowance	

Escrow Payment (Bears no interest and will apply to final amounts due IBM as described herein).

Three Months Monthly Lease/Rental Charges (Including Applicable Taxes And Service Zone Charges)

I UNDERSTAND THAT IF I HAVE SELECTED A LEASE CONTRACT PERIOD OR EXTENSION FOR A MACHINE, I AM OBLIGATED TO LEASE THE MACHINE FOR THE LEASE CONTRACT PERIOD OR EXTENSION. IF SUCH PERIOD OR EXTENSION IS TERMINATED BEFORE ITS EXPIRATION DATE, I AGREE TO PAY THE TERMINATION CHARGES SET FORTH IN THIS AGREEMENT.

FOR MACHINES OTHER THAN COPIERS I UNDERSTAND THAT, IF I HAVE SELECTED A RENTAL CONTRACT PERIOD, I AM OBLIGATED TO RENT THE MACHINE FOR A SIX MONTH MINIMUM RENTAL PERIOD.

Customer's Initials

THE TERMS AND CONDITIONS ATTACHED ARE A PART OF THIS AGREEMENT

THE CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

International Business Machines Corporation

Please Type or Print all information except signature

Customer's Name: County of Yolo

Address:

City and State: Zip Code:

Branch Office Address: Br. Off. No.

City and State: Zip Code:

By (IBM Representative's Signature): Date:

Mark For Attention Of:

By (Customer's Signature): Lynda J. Thompson Date:

Signed By — Name: Chairman. 6-3-77

Board of Supervisors County of Yolo

Z 140-2167
UIM 25

THIS IS NOT AN INVOICE. PLEASE DO NOT PAY UNTIL INVOICED.

IBM MARKETING REP.

LEASE/RENTAL AGREEMENT TERMS AND CONDITIONS

International Business Machines Corporation (IBM) and the Customer agree that the following terms and conditions will apply to any Customer order for lease or rental of IBM machines that is accepted by IBM under this Agreement. Under these terms and conditions, IBM will (1) lease or rent machines to the Customer and (2) provide maintenance service for machines, as described herein. The Customer agrees to accept the machines and maintenance service under the terms and conditions of this Agreement. The Customer further agrees with respect to the machines to accept the responsibility for (1) their selection to achieve the Customer's intended results, (2) their use and (3) the results obtained therefrom. The Customer also has the responsibility for the selection and use of, and results obtained from, any other equipment or services used with the machines.

Acceptance of this Agreement by IBM is contingent upon (1) a satisfactory credit report on the Customer and (2) with regard to the data shown on the first page of this Agreement, the absence of any mathematical error or deviation from IBM's current prices and terms. Unless advised to the contrary within 15 days after the signing of this Agreement, the Customer may consider this Agreement to have been accepted by IBM as written and to be in full force and effect as of the date signed by IBM.

The term "machines" as used in this Agreement refers to machines and/or their model upgrades and features unless the context requires individual reference to model upgrades and features.

CONTRACT PERIOD

IBM will determine the Lease or Rental Contract Period or Periods for which each machine is eligible. The Customer may select the Lease or Rental Contract Period for each machine from the alternatives available.

LEASE CONTRACT PERIOD

A Lease Contract Period has a Commencement Date, a Base Term and an Expiration Date.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is installed, as specified by IBM.

The Commencement Date for a machine already installed under a Rental Contract Period will be the day an Agreement designating a Lease Contract Period term is signed by IBM.

The Commencement Date of a new Lease Contract Period for a machine already installed under a Lease Contract Period will be the day immediately following the Expiration Date of such Lease Contract Period, provided that a new Agreement is signed by IBM on or before such Commencement Date.

The Expiration Date of a Lease Contract Period is determined by adding the Base Term to the Commencement Date.

A Lease Contract Period may be extended as described in the Section entitled "Lease Contract Period Extension."

RENTAL CONTRACT PERIOD

A Rental Contract Period has a Commencement Date and is of indefinite duration.

The Commencement Date for a machine being installed will be the day (Monday through Friday) following the day that the machine is installed, as specified by IBM.

The Commencement Date for an eligible machine already installed will be the day following the Expiration Date of its Lease Contract Period or Extension, provided a new Agreement is signed by IBM on or before such Commencement Date.

Except as set forth in the Section entitled "Increases in Rental Contract Period Monthly Charges," any machine (other than a non-IBM machine or feature, alterations, attachments or parts) installed under a Rental Contract Period may be discontinued by the Customer at any time after six months from its Commencement Date, provided written notice is received by IBM one month prior to the date of discontinuance.

CHARGES

IBM will determine the Monthly Lease Charge, Monthly Rental Charge and, if applicable, the Monthly Use Charge Rate and Maximum Monthly Charge for the Lease or Rental Contract Period or Periods for which each machine is eligible. Such charges and rate will be specified on the first page of the Agreement.

The Monthly Use Charge is determined by multiplying the Monthly Use Charge Rate by the volume of usage as determined from the meter for a particular month in excess of the volume of usage in the Monthly Lease or Rental Charge.

The Maximum Monthly Charge is the sum of the Monthly Lease or Rental Charge and the Monthly Use Charge at a usage volume level beyond which there will be no additional Monthly Use Charges.

The Customer agrees to pay the applicable Charges for each machine.

Charges for each machine will begin on the Commencement Date of its Lease Contract Period or Extension or Rental Contract Period.

METER READINGS

IBM will install and maintain its meters for machines with Monthly Use Charges. The Customer agrees to furnish a monthly report to IBM showing the meter reading for each machine as of the close of the last work day of each calendar month. The Customer agrees not to interfere with the proper operation of the meters.

INCREASES IN LEASE CONTRACT PERIOD MONTHLY CHARGES

NON-MONTHLY USE CHARGE MACHINE

For each year of a Lease Contract Period for a machine beginning with the Commencement Date, and thereafter with each Anniversary Date, there will be a maximum Total Monthly Charge (Upper Limit) for that year. For machines that do not have a specified Monthly Use Charge Rate, the Total Monthly Charge will be the Monthly Lease Charge.

The Upper Limit for the first year of the Lease Contract Period is the Total Monthly Charge in effect for a machine on the Commencement Date. The Upper Limit for each succeeding year is calculated by increasing the Upper Limit for the preceding year by an amount which is derived by multiplying the Total Monthly Charge in effect on the Commencement Date by the Upper Limit Percent specified on the first page of this Agreement.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Total Monthly Charge or the Upper Limit Percent unless written notice shall have been given to the Customer at least three months before the date of shipment. In the event of such an increase, the Customer may elect to void the Agreement for the affected machine within one month of notification of such an increase by IBM.

For a machine which is installed, IBM may increase the Total Monthly Charge upon three months' prior written notice. Such increased Total Monthly Charge will be the lower of (1) the Total Monthly Charge generally in effect for such machine on the effective date specified in the notice for Customers commencing a new Lease Contract Period with the same Base Term or (2) the Upper Limit in effect for that year, and, to the extent that any increase exceeds the applicable Upper Limit, the excess will automatically be effective on ensuing Anniversary Dates.

MONTHLY USE CHARGE MACHINES

For each year of a Lease Contract Period for a machine beginning with the Commencement Date, and thereafter with each Anniversary Date, there will be a maximum Total Monthly Charge (Upper Limit) at any given volume for that year. For machines that have a specified Monthly Use Charge Rate, the Total Monthly Charge will be the Monthly Lease Charge plus the Monthly Use Charge for each volume of usage.

The Upper Limit for a given monthly volume during the first year of the Lease Contract Period is the Total Monthly Charge for that volume that would have been in effect for a machine on the Commencement Date. The Upper Limit for a given monthly volume for each succeeding year is calculated by increasing the Upper Limit for that volume for the preceding year by an amount which is derived by multiplying the Total Monthly Charge for that volume that would have been in effect on the Commencement Date by the Upper Limit Percent specified on the first page of this Agreement.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Total Monthly Charge for any volume or the Upper Limit Percent unless written notice shall have been given to the Customer at least three months before the date of shipment. In the event of such an increase, the Customer may elect to void the Agreement for the affected machine within one month of the notification of such an increase by IBM.

For a machine which is installed, IBM may increase the Total Monthly Charge by changing the Monthly Lease Charge, the usage included in the Monthly Lease Charge, the Maximum Monthly Charge and the Monthly Use Charge Rate upon three months' prior written notice. Such increased Total Monthly Charge for any volume will be the lower of (1) the Total Monthly Charge at that volume generally in effect for such machine on the effective date specified in the notice for Customers commencing a new Lease Contract Period with the same Base Term or (2) the Upper Limit in effect for that year for that volume, and, to the extent that any increase exceeds the applicable Upper Limit, the excess will automatically be effective on ensuing Anniversary Dates.

The Upper Limit Percent specified in the Agreement will not be increased during the Lease Contract Period.

The Total Monthly Charge for a model upgrade or feature addition may be increased by IBM in the same manner and in accordance with the same Upper Limit calculations as for machines and pursuant to the provisions set forth in the Section entitled "Machine Modifications."

Except as provided in this Section and in the Section entitled "Lease Contract Period Extension," all changes affecting the Total Monthly Charge and Upper Limit Percent will become effective on the date specified in the notice of such change.

INCREASES IN RENTAL CONTRACT PERIOD MONTHLY CHARGES

For a machine under a Rental Contract Period, IBM may increase the Monthly Rental Charge, the Monthly Use Charge Rate, Maximum Monthly Charge, or decrease the usage included in the Monthly Rental Charge upon three months' prior written notice. The Customer may discontinue any machine included in such notice on the effective date of the change upon one month's prior written notice. Otherwise, the change will become effective as specified.

DESTINATION CHARGES

All Destination Charges for each machine, model change or feature, both from and to IBM locations, and any rigging charges will be paid by the Customer in accordance with IBM's then current shipping and billing practices.

APPLICABLE TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amounts equal to any taxes resulting from this Agreement, or any activities hereunder, exclusive of property taxes and taxes based on net income.

ESCROW PAYMENT

In the event IBM requires the Customer to make a three-month advance payment, such payment will be held in escrow. Such payment will not bear interest and will be applied only (a) to the Customer's last three monthly invoices, or (b) as a credit toward the purchase option price, or (c) in the case of a termination/default by the Customer, toward any unpaid amounts then due IBM. Any remaining balance will be refunded to the Customer.

LEASE CONTRACT PERIOD EXTENSION

The Customer may extend a Lease Contract Period for a machine any number of times for the Extension Period on page of this Agreement and one time for a period of less than one year. The Commencement Date of an Extension will be the day following the Expiration Date of the Lease Contract Period or Extension then in effect.

The charges, terms and conditions for the ensuing Extension will not be changed by IBM from the date three months prior to the Commencement Date of such Extension through its Expiration Date. Prior to the Expiration Date of a Lease Contract Period or Extension, IBM will provide the Customer with written notice of any such changes, terms and conditions for the ensuing Extension.

The Extension for each machine will commence automatically unless the Customer notifies IBM in writing on or before the Expiration Date of the Lease Contract Period or current Extension that the Customer elects one of the following choices, as available:

a. to extend for a period of less than one year at the end of which time the machine will be deemed to have been placed under a Rental Contract Period unless otherwise agreed;
b. to execute an Agreement for a new Lease Contract Period;
c. to execute an Agreement for a Rental Contract Period; or
d. to purchase the machine.

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In addition, the Customer may discontinue a machine effective on the Expiration Date of a Lease Contract Period or Extension upon one month's prior written notice.

MACHINE MODIFICATIONS

Upon the Customer's written request, IBM will make field installable model or feature changes to a machine installed under this Agreement. Such machine modifications shall be subject to the applicable provisions of this Agreement.

MODEL UPGRADES AND FEATURE ADDITIONS

Under the Lease Contract Period or Extension, the model upgrade or feature addition will be installed at IBM's applicable Monthly Lease Charge, and Monthly Use Charge Rate, if any, then generally in effect for new orders for such model upgrade or feature and have the same Base Term as the installed machine. When such upgrade or feature is installed under that Lease Contract Period or Extension, it will assume the same Expiration Date as the installed machine.

The model upgrade or feature addition will assume the same Anniversary Date (but not the same Commencement Date) and Upper Limit Percent as the installed machine for purposes of determining future increases in the Monthly Lease Charge and any applicable Monthly Use Charge Rate.

Each model upgrade or feature addition to a machine installed under a Rental Contract Period may only be placed under a Rental Contract Period and will be installed at IBM's Monthly Rental Charge and Monthly Use Charge Rate, if any, then generally in effect.

The Commencement Date for a model upgrade or feature addition will be the day (Monday through Friday) following the day that the model upgrade or feature addition is installed, as specified by IBM.

MODEL DOWNGRADES AND FEATURE DISCONTINUANCES

A model downgrade is defined as a model change which results in a decrease in the Monthly Lease Charge or Monthly Rental Charge.

The downgrade of a model or discontinuance of a feature prior to the Expiration Date of its Lease Contract Period or Extension will be subject to the provisions of the Section entitled "Termination Charges."

There will be no Termination Charge for the downgrade of a model or discontinuance of a feature installed under a Rental Contract Period.

DISCONTINUANCE NOTICE

The Customer may discontinue any machine or any feature or request a model downgrade upon one month's written notice given at any time after installation, subject to the Sections entitled "Limitation of Remedies," "Termination Charges," and "Rental Contract Period."

TERMINATION CHARGES

The Customer will pay IBM as a Termination Charge, upon termination of a Lease Contract Period or Extension for a machine prior to the Expiration Date of such Lease Contract Period or Extension, the lesser of:

a. the Termination Charge Percent specified in the Agreement multiplied by the Remaining Contract Value; or
b. the applicable Termination Charge Months specified in the Agreement multiplied by the applicable Monthly Lease Charge value as of the date of termination.

The Remaining Contract Value of a machine is determined by multiplying its applicable Monthly Lease Charge value as of the date of termination by the number of months remaining in its Lease Contract Period or Extension.

The discontinuance of a feature or the downgrade of a model will result in a Termination Charge, except that the Monthly Lease Charge value of any feature or model increment which is on a machine at any time within three months prior to the date of termination of the Lease Contract Period or Extension for such machine, will be included in the Monthly Lease Charge value of such machine.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Termination Charge Percent or the Termination Charge Months unless written notice shall have been given to the Customer at least three months before the date of shipment. For a machine which is installed, IBM may not increase such Percent or Months during a Lease Contract Period.

Return of a machine to IBM upon the Customer's request during a Lease Contract Period or Extension for any reason, including machine replacement for model or feature changes which are not field installable, or due to the Customer's failure to comply with any of the terms and conditions of this Agreement, shall be a termination for purposes of this Section.

Termination Charges are not applicable when the Customer exercises the option to purchase under the provisions of the Section entitled "Purchase Option."

PURCHASE OPTION

The Customer may elect to purchase a machine installed under a Lease Contract Period or Extension by executing an applicable IBM purchase agreement. Upon request from the Customer, IBM will offer a net purchase price for such machine including its model upgrades and features as of a specific month that is not more than three months from the date of the request.

The net purchase option price, as calculated for each machine, model upgrade and feature, will be the lower of (1) the Purchase Price stated in the Agreement, as modified in accordance with this Section, less any applicable purchase option credits not to exceed an amount determined by multiplying such modified Purchase Price by the Maximum Purchase Accrual Percent; or (2) IBM's purchase price then generally in effect, less any applicable purchase option credits not to exceed an amount determined by multiplying such purchase price by the Maximum Purchase Accrual Percent. The Maximum Purchase Accrual Percent will be specified on the first page of the Agreement.

The purchase option credits are determined by multiplying:

a. the applicable Monthly Lease Charges paid under this Agreement by the Purchase Option Percent specified on the first page of the Agreement; and

b. applicable monthly charges, if any, paid under other IBM agreements by the purchase option percents applicable under those agreements.

For purposes of this calculation, the period during which monthly charges are eligible for purchase option credits is the period during which the machine has been continuously installed but may not exceed the Maximum Accrual Period specified. Eligible monthly charges will be applied in the order in which they are incurred. For Copier and Copier II only, Monthly Use Charges will be included with Monthly Lease Charges.

When a machine ceases to be installed under this Agreement, all purchase option credits accrued hereunder with regard to that machine shall expire.

Purchase option credits accrue individually for each machine, model upgrade and feature and only during the accrual period of the machine. Purchase option credits are not transferable to other Customers or between machines, or among machines, models and features.

For a machine not yet installed, if the Agreement for the machine has been signed by the Customer and IBM, IBM may not increase the Purchase Price nor decrease the Purchase Option Percent, Maximum Purchase Accrual Percent or Maximum Accrual Period unless written notice shall have been given to the Customer at least three months before the date of shipment.

For a machine which is installed, IBM may increase the Purchase Price immediately upon written notice, subject to Upper Limits determined in the same manner as for Total Monthly Charges as described in the Section entitled "Maximum Charges" in Lease Contract Period Monthly Charges."

The Purchase Option Percent, Maximum Purchase Accrual Percent and Maximum Accrual Period for a machine will not be decreased during a Lease Contract Period.

The Customer may elect to purchase a machine installed under a Rental Contract Period by executing an applicable IBM purchase agreement at IBM's then applicable purchase price for such machines.

SHIPMENT

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IBM agrees to schedule each machine for shipment in accordance with IBM's applicable shipment sequence and will confirm such schedule as necessary the Customer's schedule. Prior to shipment, IBM will make reasonable accommodation to a delay requested by the Customer.

ALTERATIONS AND ATTACHMENTS

An alteration is defined as any change to an IBM machine which deviates from IBM's physical, mechanical or electrical machine design whether or not additional devices or parts are required. An attachment is defined as the mechanical, electrical or electronic interconnection to an IBM machine of non-IBM equipment and devices not supplied by IBM.

An alteration to a machine may be made upon prior written notice to IBM. An attachment to a machine may be made without notice to IBM.

The Customer agrees to accept the responsibility for making any such alteration or attachment, its use and the results obtained therefrom, and to pay all charges related to the alteration or attachment as described in the Section entitled "Maintenance Service." The Customer further agrees to remove any alteration or attachment and to restore the machine to its normal, unaltered condition prior to its return to IBM or upon notice from IBM that the alteration or attachment creates a safety hazard or renders maintenance of the machine impractical.

MAINTENANCE SERVICE

IBM will provide maintenance service to keep each machine in or restore it to good working order and will make all necessary adjustments, repairs and parts replacements. For this purpose, IBM shall have full and free access to the machine. The Customer agrees to provide a suitable installation environment and, if required by IBM, the Customer also agrees to make available for machines with a Monthly Use Charge, a key operator for training purposes and to notify IBM of any change in key operator assignment.

The Customer agrees to pay at IBM's applicable time and material rates then in effect all charges for maintenance and other service activities rendered at the Customer's request after IBM's normal business hours and on Saturdays, Sundays and holidays.

The Customer agrees to pay at IBM's applicable time and material rates then in effect all charges for maintenance and other service activities, or to pay for loss of or damage to a machine, caused by (1) use of the machine for other than the purposes for which designed, or (2) alterations and attachments.

The Customer also agrees to pay at IBM's applicable time and material rates then in effect all charges for repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of supplies.

SERVICE ZONE CHARGES

When the distance from the machine's location to IBM's nearest Branch Office or Point of Service is greater than 15 miles, the Customer agrees to pay IBM's then current Service Zone Charges or travel charges. Travel charges will consist of actual travel expense plus travel and waiting time at IBM's prevailing hourly rate. Travel charges will apply if the machine location is not normally accessible by private automobile or by public transportation or if the Customer Engineer is unable to get to and from the machine location with adequate time in between for machine repair within one day (IBM's normal business hours).

RISK OF LOSS OR DAMAGE

During the period a machine, model change or feature is in transit or in the possession of the Customer, IBM and its insurers, if any, relieve the Customer of responsibility for all risks of loss of or damage to the machine, model change or feature except for loss or damage (1) caused by nuclear reaction, nuclear radiation or radioactive contamination for which the Customer is legally liable, and (2) as set forth in the Section entitled "Maintenance Service." IBM shall be under no obligation to replace machines if, in IBM's judgment, the risk of further loss or damage is excessive.

INVOICING

Monthly Lease Charges and Monthly Rental Charges will be invoiced in advance as of the first of each month. Monthly Use Charges will be invoiced in the month following the month in which they are incurred. When a machine change or feature is installed for a part of a calendar month, the Monthly Lease Charge or Monthly Rental Charge and included usage volume will be prorated on the basis of a 30 day month. Payment will be made within 30 days after the date of invoice. All other charges due hereunder are payable as specified in the invoice.

WARRANTIES

Machines provided under this Agreement may be either machines which are newly manufactured or assembled by IBM from new parts or serviceable used parts which are equivalent to new in performance, or machines which were previously installed.

IBM warrants that each machine, model upgrade or feature addition will be in good working order on the date that it is installed and that it will conform to IBM's official published specifications. Thereafter, IBM will make all adjustments, repairs and parts replacements necessary to maintain the machine, subject to the provisions stated in the Sections entitled "Maintenance Service" and "Risk of Loss or Damage."

IBM does not warrant that the operation of the machine will be uninterrupted.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS ON COIN OPERATED MACHINES

The Customer agrees that IBM is relieved of responsibility for loss of cash contained in, dispensed by, or associated with any machine under this Agreement after its delivery to the Customer. It is also agreed that IBM will have no responsibility to provide maintenance service on any such machine which contains cash. It will be the Customer's responsibility to remove and control cash so that IBM can fulfill its warranty and service obligations.

The exception to the above will be when a failure occurs which results in the Customer being unable to remove the coin operated mechanism prior to service by IBM. In such event, the Customer will assign one of his personnel to be present and to assume the responsibility for removal of the cash once it can be freely removed from the coin operated mechanism.

PATENT INDEMNITY

IBM will defend the Customer against a claim that machines supplied hereunder, or the operation of such machines pursuant to the current unaltered Operating Instructions provided by IBM for such machines, infringes a U.S. patent or that the machine's operation infringes a U.S. Patent. IBM will pay resulting costs, damages and attorney's fees provided that:

a. the Customer promptly notifies IBM in writing of the claim; and

b. IBM has sole control of the defense and all related settlement negotiations.

If such claim has occurred, or in IBM's opinion is likely to occur, the Customer agrees to permit IBM, at its option and expense, either to procure for the Customer the right to continue using the machines or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the Customer agrees to return the machines on written request. Termination Charges will be payable on such returned machines, and the Customer will pay only those charges which were payable prior to the date of such return.

IBM shall have no liability for any claim based upon the combination of machines furnished hereunder with apparatus or devices not furnished by IBM or based upon alteration of the machines by the Customer which would have been avoided by the absence of such alteration. IBM will have no liability for any claim based upon the use of the machines in a manner other than as specified in the Operating Instructions provided by IBM for such machines, nor shall IBM have any liability for the use of supplies not furnished by IBM in such machines unless such supplies are a substitute for supplies then available from IBM, and any differences therebetween are irrelevant to the alleged infringement.

The foregoing states the entire obligation of IBM with respect to infringement of patents by the machines or any parts thereof or by the use thereof.

LIMITATION OF REMEDIES

IBM's entire liability and the Customer's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines, model upgrades or features furnished under this Agreement, the Customer's remedy is (1) the adjustment or repair of the machine, model upgrade or feature, or replacement of its parts by IBM, or at IBM's option, replacement of the machine, model upgrade or feature or (2), if after repeated efforts, IBM is unable to install the machine, model upgrade or feature or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, all as warranted, the Customer shall be entitled to recover actual damages to the limits set forth in this Section. For any other failure of performance or non-performance by IBM to meet its obligations, or for any other way related to the subject matter of this Agreement or any order under this Agreement, the Customer shall be entitled to recover actual damages to the limits set forth in this Section.

IBM's liability for damages to the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of $25,000 or twelve Monthly Lease Charges or Monthly Rental Charges for the specific machines that caused the damages or that are the subject matter of or are directly related to the cause of action. Such Charges shall be those in effect for the specific machines when the cause of action arose. The foregoing limitation of liability will not apply to the payment of cost and damage awards, referred to in the Section entitled "Patent Indemnity," or to claims for personal injury caused solely by IBM's negligence.

In no event will IBM be liable for any damages caused by the Customer's failure to perform the Customer's responsibilities, or for any lost profits or other consequential damages, even if IBM has been advised of the possibility of such damages, or for any claim against the Customer by any other party, except as provided in the Section entitled "Patent Indemnity."

The Customer may discontinue a machine forthwith without Termination Charges for failure of IBM to comply with any of the terms and conditions of this Agreement applicable to such machine.

GENERAL

This Agreement is not assignable; none of the machines may be sublet, assigned or transferred by the Customer without the prior written consent of IBM. Any attempt to sublet, assign or transfer any of the rights, duties or obligations of this Agreement is void.

Machines under this Agreement are to be located only in the United States, Puerto Rico, Guam and Canal Zone. The Customer agrees to keep IBM informed of the location of each machine. Each machine remains IBM's property and may be removed by IBM at any time after discontinuance of the machine. IBM shall have full and free access to each machine for this purpose.

IBM may, upon three months' prior written notice to the Customer, discontinue a machine or feature if declared under a Rental Contract Period at any time, or under a Lease Contract Period or Extension on its Expiration Date. IBM may discontinue a machine forthwith for failure of the Customer to comply with any of the terms and conditions of this Agreement applicable to such machine.

The Agreement will be terminated following the discontinuance of all machines and fulfillment of all obligations hereunder.

Subject to the terms of the following paragraph, IBM may, upon twelve months' prior written notice, modify the terms and conditions of this Agreement, except that IBM may, upon three months' prior written notice, modify the terms and conditions of the Section entitled "Charges," "Termination Charges," "Purchase Option," "Lease Contract Period Extension" and "Machine Modifications."

Any such modification will apply on the effective date specified in the notice to all Rental Contract Periods, to current Lease Contract Periods or Extensions upon their Expiration Dates, provided such occur on or after the effective date, and to new Lease Contract Periods or Extensions which commence on or after the date of the notice. Otherwise, the Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of IBM (an authorized IBM Manager) and variance from the terms and conditions of this Agreement resulting from Customer or other written notification will be void.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen or, in the case of non-payment, more than two years from the date of the last payment.

If the Customer defaults as to any obligation to return machines or fails to pay any amounts due hereunder, IBM, in addition to other remedies, may repossess the machines without notice and the Customer agrees to pay all costs and expenses of collection and/or repossession, including reasonable attorney's fees permitted by law.

IBM is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

This Agreement will be governed by the laws of the State of New York.

GSA-22A (Rev. 4/77)
Agreement

AGREEMENT NO. 77-127

THIS AGREEMENT, made and entered into this 31st day of May, 1977, at Sacramento, County of Sacramento, State of California, by and between State of California, hereinafter called STATE, through its duly appointed Director of the Office of Administrative Hearings, and Yolo County, hereinafter called County.

WITNESSETH:

WHEREAS, the services of the Office of Administrative Hearings, Department of General Services, may be needed by County for conducting hearings and issuing proposed decisions; and

WHEREAS, State has the authority to contract with County for the rendering of hearing services pursuant to Government Code Section 27727, and is amenable to the furnishing of such services when required personnel are available by State,

NOW THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

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1. Upon request of County, State will furnish the services of Administrative Law Judges, Hearing Reporters, and other staff personnel to County for the purpose of conducting hearings under the authority of Government Code Section 27727, provided State personnel are available and the assignment of such personnel for hearings may be adjusted to the scheduled hearings of State.

2. In consideration of the performance of such services by State, County agrees to pay to State the cost of rendering such services, which shall be computed in accordance with effective rates as of the time the services are performed. State agrees to submit invoices in triplicate for services which are rendered hereunder.

3. This Agreement commences effective the date of first above written and shall continue in full force and effect until either party shall notify in writing the other party of its determination to terminate the Agreement, which termination shall occur sixty (60) days after the mailing of such notice.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

FILED
JUN 14 1977
LAURENCE P. HENICH, Clerk
By Barbara A Rodgers

OFFICE OF ADMINISTRATIVE HEARINGS

By _____
Title Director

YOLO COUNTY

By _____, Chairman
Title Board of Supervisors, County of Yolo
State of California.

Approved as to Form
County Counsel of Yolo County.

BK

Barbara Rodgers

Agreement No. 77-128

Woodland, California

June 7, 1977

CIRCLE B. FARMS, a joint venture, comprised of Circle B. Farms Corporation, a California corporation, and Ameropa Farming Corporation, a California corporation

GRANTORS

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 77-23 in the form of a Highway Easement Deed, covering the following described property:

A portion of the Northwest quarter of Section 1, Township 12 North, Range 1 West, M.D.B. & M., Yolo County, California.

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A strip of land 30-feet wide, being more particularly described as follows:

The Northerly 30 feet of the Easterly 745.46 feet of the Northwest quarter of Section 1, Township 12 North, Range 1 West, M.D.B. & M., Yolo County, California.

Containing 0.51 acre more or less.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Yolo all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $140.00 for the property as conveyed by Highway Easement Deed No. 77-23 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and

clear of all liens, encumbrances, assessments, easements, and leases (recorded and/or unrecorded).

B. Pay the undersigned grantors the sum of $100.00 for administrative costs to process the hereinabove mentioned Highway Easement Deed.

This transaction will be handled through an escrow number 73323 with Western Title Guaranty Company, P. O. Box 810, Colusa, California 95932.

C. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefor.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CIRCLE B FARMS

Dated: April 25/77

By _____

By _____

Recommended for Approval

By _____
6-14-77

_____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Book

FILED

JUN 15 1977

LAWRENCE P. HENIGAN, Clerk

By Deborah E. Conley Deputy

AGREEMENT NO. 77-129

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 19 77, by and between

GRANITE CONSTRUCTION COMPANY, A California Corporation

Post Office Box 900, Watsonville, CA 95076

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

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WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Construct and install a storm drain system along portions of Bryte Avenue and Lisbon Street located in Bryte, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

_____

_____

(Plan Index No. 200.54 - 200.60) (WO #1523)

Approved May 3, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within fifty (50) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them,to wit:

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Item No.	Description	Estimated Quantity	Unit Prices (In Figures)	Total Price (In Figures)
1.	Clearing & Grubbing	Lump Sum	L.S.	$ 1,500.00
2.	Aggregate Subbase (Class 1)	450 Ton	11.00	4,950.00
3.	Asphalt Concrete (Type B)	260 Ton	15.00	3,900.00
4.	Storm Drain Inlet (Type C)	8 Ea.	800.00	6,400.00
5.	Standard Manhole (Type A)	3 Ea.	1,400.00	4,200.00
6.	15" R.C.P. (Class III)	248 L.F.	18.00	4,464.00
7.	18" R.C.P. (Class III)	324 L.F.	19.00	6,156.00
8.	21" R.C.P. (Class III)	603 L.F.	20.00	12,060.00
9.	36" R.C.P. (Class III)	570 L.F.	29.60	16,872.00
				$60,502.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

(County Counsel)

COUNTY OF YOLO

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BY JWYLA J. THOMPSON
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By DEBRA E. CONLEY, Deputy

(SEAL)

GRANITE CONSTRUCTION COMPANY

BY

H. B. Scott, President

Post Office Box 900

Watsonville, CA 95076
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 89.